

THIS IS NOT A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THE DEBTORS RESERVE THE RIGHT TO AMEND, SUPPLEMENT, OR OTHERWISE MODIFY THIS DISCLOSURE STATEMENT PRIOR AND UP TO THE DISCLOSURE STATEMENT HEARING.

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

In re:

Edgio, Inc., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11985 (KBO)

(Jointly Administered)

**DISCLOSURE STATEMENT FOR
JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
EDGIO, INC. AND ITS AFFILIATED DEBTORS**

MILBANK LLP

Dennis F. Dunne
Tyson Lomazow
Lauren C. Doyle
Benjamin M. Schak
55 Hudson Yards
New York, New York 10001
Telephone: (212) 530-5000

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins
Russell C. Silberglied
Brendan J. Schlauch
Huiqi Liu
Emily R. Mathews
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700

*Attorneys for the Debtors and Debtors in
Possession*

*Attorneys for the Debtors and Debtors in
Possession*

Dated: May 2, 2025
Wilmington, Delaware

¹ The Debtors operate under the trade name Edgio and have previously used the trade names Limelight, Edgecast and Layer0. The Debtors in these chapter 11 cases (the “*Chapter 11 Cases*”), along with the last four digits of each Debtor’s federal tax identification number, are: Edgio, Inc. (7033); Edgecast Inc. (6704); Edgio International, Inc. (3022); Limelight AcquisitionCo, Inc. (6138); Limelight Midco, Inc. (1120); Limelight Networks VPS, Inc. (3438); and Mojo Merger Sub, LLC (7033). The Debtors’ service address for purposes of these Chapter 11 Cases is: 11811 N. Tatum Blvd., Ste. 3031, Phoenix, AZ 85028. Additional information about the Chapter 11 Cases is available at <https://omniagentsolutions.com/Edgio>.

A SOLICITATION OF VOTES IS BEING CONDUCTED TO OBTAIN SUFFICIENT ACCEPTANCES OF THE CHAPTER 11 PLAN FOR EDGIO, INC. AND ITS AFFILIATED DEBTORS.

THE DEADLINE TO VOTE TO ACCEPT OR REJECT THE PLAN IS 5:00 P.M., PREVAILING EASTERN TIME, ON JUNE 6, 2025, UNLESS EXTENDED BY THE DEBTORS.

THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS MAY 5, 2025 (THE “*VOTING RECORD DATE*”).

RECOMMENDATION BY THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

THE DEBTORS SUPPORT CONFIRMATION OF THE PLAN AND URGE ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN TO VOTE TO ACCEPT THE PLAN. THE DEBTORS BELIEVE THE PLAN PROVIDES THE HIGHEST AND BEST RECOVERY FOR ALL CREDITORS.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS (THE “*COMMITTEE*”) ALSO SUPPORTS CONFIRMATION OF THE PLAN AND RECOMMENDS THAT ALL CREDITORS ENTITLED TO VOTE SUBMIT A BALLOT TO ACCEPT THE PLAN.

The Disclosure Statement has been prepared in accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b) and not necessarily in accordance with other non-bankruptcy laws.

Holders of Claims or Interests should not construe the contents of this Disclosure Statement as providing any legal, business, financial, or tax advice and holders of Claims or Interest should consult with their own advisors before voting on the Plan.

In the event of a Restructuring Transaction, the issuance of, and distributions under, the Plan of the New Equity Interests and the Liquidating Trust Interests (to the extent constituting securities under the Securities Act and other applicable securities law) will be exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the “*Securities Act*”), and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. The New Equity Interests may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b)(1) of the Bankruptcy Code. In addition, such section 1145 exempt securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states. The availability of the exemption under section 1145 of the Bankruptcy Code or any other applicable securities laws shall not be a condition to the occurrence of the Plan’s Effective Date.

Although the New Equity Interests issued pursuant to section 1145 of the Bankruptcy Code generally will be freely transferrable under the Securities Act by holders thereof, they will be subject to any transfer restrictions in the New Governance Documents and may be subject to additional transfer restrictions under applicable law.

The New Equity Interests have not been approved or disapproved by the U.S. Securities and Exchange Commission (the “*SEC*”) or by any state securities commission or similar public, governmental, or regulatory authority, and neither the SEC nor any such authority has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or upon the merits of the Plan. Any representation to the contrary is a criminal offense.

Certain statements contained in this Disclosure Statement, including statements incorporated by reference, projected financial information, and other forward-looking statements, are based on estimates and assumptions. Certain of these forward-looking statements can be identified by the use of words such as “believes,” “shall,” “expects,” “projects,” “forecasts,” “intends,” “plans,” “estimates,” “assumes,” “may,” “should,” “will,” “seeks,” “anticipates,” “opportunity,” “pro forma,” “projections,” or other similar expressions. There can be no assurance that such statements will be reflective of actual outcomes. Forward-looking statements are provided in this Disclosure Statement pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995 and should be evaluated in the context of the estimates, assumptions, uncertainties, and risks described herein.

Readers are cautioned that any forward-looking statements herein are based on assumptions that are believed to be reasonable, but are subject to a wide range of risks identified in this Disclosure Statement and in the annual and quarterly reports of Debtor Edgio, Inc., including amendments thereto. Important assumptions and other important factors that could cause actual results to differ materially from those expected include, but are not limited to, those factors, risks, and uncertainties described in more detail under the heading “Risk Factors” and elsewhere in the SEC filings, including in the annual and quarterly reports of Debtor Edgio, Inc., including amendments thereto. Due to these uncertainties, readers cannot be assured that any forward-looking statements will prove to be correct. The Debtors are under no obligation to (and expressly disclaim any obligation to) update or alter any forward-looking statements, whether as a result of new information, future events, or otherwise, unless instructed to do so by the Bankruptcy Court.

No independent auditor, accountant or financial advisor has reviewed or approved the Liquidation Analysis or other terms or provisions herein.

The statements contained in this Disclosure Statement are made as of the date hereof unless otherwise specified. The terms of the Plan govern in the event of any inconsistency with the summaries in this Disclosure Statement.

The information in this Disclosure Statement is being provided solely for purposes of voting to accept or reject the Plan or in connection with confirmation of the Plan. Nothing in this Disclosure Statement may be used by any party for any other purpose.

All exhibits to the Disclosure Statement are incorporated into and are a part of this Disclosure Statement as if set forth in full herein.

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
A. Executive Summary	1
B. Inquiries	3
C. Summary of Plan Classification and Treatment of Claims and Interests	4
II. OVERVIEW OF THE COMPANY’S OPERATIONS	10
A. Business Operations.....	10
B. Corporate History and Structure	12
C. The Debtors’ Prepetition Capital Structure.....	12
III. KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES.....	16
A. The Edgecast Transaction	16
B. The Open Edge Accounting Restatement and Its Subsequent Effects	16
C. Edgio’s Efforts to Avoid Further Reorganization.....	18
IV. THE CHAPTER 11 CASES	20
A. Commencement of Chapter 11 Cases	20
B. Appointment of the Committee	20
C. First-Day Motions	20
D. DIP Financing and Cash Collateral.....	21
E. Procedural Motions	22
F. Retention of Chapter 11 Professionals.....	22
G. Executory Contracts and Lease Rejections	23
H. Statements and Schedules and Claims Bar Dates	23
I. De Minimis Asset Sales	25
J. The Sale Process	25
K. The Private Sale	27
L. The Recycling Order.....	27
M. Exclusivity	27
N. The Global Settlement	28
O. The Designated Litigation.....	31
V. PENDING LITIGATION	32
A. The Securities Litigations	32
B. The California Action	32
VI. SUMMARY OF PLAN	33

A.	Administrative Expense and Priority Claims.....	33
B.	Classification of Claims and Interests.....	36
C.	Treatment of Claims and Interests	37
D.	Means for Implementation.....	41
E.	Distributions.....	57
F.	Procedures for Disputed Claims	63
G.	Executory Contracts and Unexpired Leases	66
H.	Conditions Precedent to Confirmation of Plan and Effective Date	71
I.	Effect of Confirmation of Plan	74
J.	Retention of Jurisdiction	80
K.	Miscellaneous Provisions.....	82
VII.	TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS.....	85
VIII.	CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN	87
A.	Introduction.....	87
B.	Certain U.S. Federal Income Tax Consequences to the Debtors and the Reorganized Debtors.....	89
C.	Certain U.S. Federal Income Tax Consequences to U.S. Holders.....	92
IX.	CERTAIN RISK FACTORS TO BE CONSIDERED	96
A.	Certain Bankruptcy Law Considerations	96
B.	Risks Relating to the Plan	98
C.	Factors Relating to Securities to Be Issued.....	101
D.	Risks Relating to the Debtors’ Businesses.....	102
E.	Additional Factors.....	103
X.	VOTING PROCEDURES AND REQUIREMENTS.....	105
A.	Voting Instructions and Voting Deadline	105
B.	Parties Entitled to Vote	106
XI.	CONFIRMATION OF PLAN	106
A.	Confirmation Hearing	106
B.	Objections to Confirmation.....	107
C.	Requirements for Confirmation of Plan.....	109
XII.	ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN.....	113
A.	Alternatives Under Chapter 11	114
B.	Liquidation Under Chapter 7 or Applicable Non-Bankruptcy Law	114

XIII. RECOMMENDATION OF DEBTORS AND THE COMMITTEE.....114

EXHIBIT 1: Plan

EXHIBIT 2: Organizational Chart

EXHIBIT 3: Liquidation Analysis

EXHIBIT 4: Financial Projections

I. INTRODUCTION

A. Executive Summary

Edgio, Inc. (“**Edgio**”) and certain of its subsidiaries that are debtors and debtors in possession (collectively, the “**Debtors**” or the “**Company**”) submit this joint disclosure statement (as may be amended, supplemented, or modified from time to time, and, together with all exhibits and schedules thereto, the “**Disclosure Statement**”) in connection with the solicitation of votes on the *Joint Chapter 11 Plan of Reorganization of Edgio, Inc. and Its Affiliated Debtors* (as may be amended, supplemented, or modified from time to time, and, together with all exhibits and schedules thereto, the “**Plan**”),² attached hereto as **Exhibit 1**. The Debtors commenced the Chapter 11 Cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the U.S. Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), beginning on September 9, 2024 (the “**Petition Date**”).

The purpose of this Disclosure Statement is to provide information of a kind, and in sufficient detail, to enable creditors of the Debtors that are entitled to vote on the Plan to make a reasonably informed decision on whether to vote to accept or reject the Plan. This Disclosure Statement contains summaries of the Plan, certain statutory provisions, events contemplated in the Chapter 11 Cases, and certain documents related to the Plan.

The Debtors are seeking to confirm the Plan under chapter 11 of the Bankruptcy Code consistent with the terms of that certain Settlement Term Sheet, entered into on January 9, 2025 (the “**Plan Term Sheet**”), by and among the Debtors, the Committee, and Lynrock Lake Master Fund LP and its affiliates (collectively, “**Lynrock**”), subject to certain modifications agreed to by the Debtors, Lynrock and the Committee following the execution of the Plan Term Sheet. The Plan and the Plan Term Sheet are the product of extensive, good faith negotiations and resolve, among other things, (a) the Committee’s challenge rights as provided in the Final DIP Order (as defined below) and (b) any formal or informal objections raised by the Committee in connection with the Bidding Procedures Motion (as defined below) (the “**Global Settlement**”). The Global Settlement is a fundamental element of the Plan. As such, the terms of the Global Settlement are incorporated into the Plan, and the Global Settlement is further described in Article IV.N herein.

Additionally, the Plan contemplates the consummation of the Restructuring Transactions (as defined below). Pursuant to paragraph 4 of the Uplynk Sale Order (as defined below), Lynrock, as the successful bidder for the Acquired Assets (as defined in the Uplynk Sale Order) through one or more credit bids of its DIP Claims and/or prepetition secured claims, elected to consummate the Uplynk Sale through the acquisition of the equity interests in one more of the Reorganized Debtors through the Plan rather than structuring the transaction as a sale of assets. In accordance with such election by Lynrock, Lynrock has agreed to consummate the Restructuring Transaction, as discussed in Article VI.D.

² Capitalized terms used in this Disclosure Statement, but not defined herein, have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between this Disclosure Statement and the Plan, the Plan shall govern.

A summary of the key terms of the Restructuring Transactions as contemplated by the Plan and the Plan Term Sheet are as follows:

- The Reorganized Debtors shall issue New Term Loans to Lynrock in the aggregate principal amount of \$40 million;
- The Reorganized Debtors shall issue and distribute the New Equity Interests to Lynrock;
- Any Remaining Sale Proceeds shall be shared 90% for the benefit of Lynrock and 10% for the benefit of holders of Class B Liquidating Trust Interests;
- The Debtors shall transfer to the Liquidating Trust: (i) the Initial Liquidating Trust Funding; (ii) the GUC Recovery Pool Initial Funding Amount; (iii) 10% of the Remaining Sale Proceeds; (iv) the Liquidating Trust Causes of Action; and (v) the Assigned D&O Insurance Rights;
- Lynrock shall receive Class A Liquidating Trust Interests in the Liquidating Trust, which shall entitle each Holder of Lynrock Claims to receive its Pro Rata share of the following distributions:
 - 70% of the Liquidating Trust Distributable Proceeds of any Designated Litigation Claims;
 - 50% of the Liquidating Trust Distributable Proceeds of any D&O Claims; and
 - 50% of the Liquidating Trust Distributable Proceeds of any Auditor Claims.
- Holders of Allowed General Unsecured Claims shall receive Class B Liquidating Trust Interests in the Liquidating Trust, which shall entitle each such Holder to receive its Pro Rata distribution from the GUC Recovery Pool, after payment of all applicable Liquidating Trust Expenses and all Liquidating Trust GUC Expenses, which shall include:
 - 30% of the Liquidating Trust Distributable Proceeds of any Designated Litigation Claims;
 - 50% of the Liquidating Trust Distributable Proceeds of any D&O Claims;
 - 50% of the Liquidating Trust Distributable Proceeds of any Auditor Claims;
 - Net proceeds of any Avoidance Action Claims;
 - 10% of the Remaining Sale Proceeds; and
 - The GUC Recovery Pool Initial Funding Amount.

Accomplishing an efficient and expeditious resolution of the Chapter 11 Cases is essential to preserving and maximizing the going-concern value of the Debtors' estates and successfully

consummating the Restructuring Transactions. Consequently, the Debtors are seeking confirmation of the Plan on the following schedule:

Confirmation Event	Date/Deadline
Voting Record Date	May 5, 2025 (i.e., one day prior to the Disclosure Statement Hearing)
Disclosure Statement Hearing	May 6, 2025 at 9:30 a.m. (Eastern Time)
Solicitation Date	The date that is three business days following entry of the Proposed Order (expected to be May 9, 2025)
Deadline to File and Serve Claim Objections, Requests to Estimate Claims, or Notices of Satisfaction for Voting Purposes (<i>i.e.</i> , the Voting Claim Objection Deadline)	May 14, 2025
Rule 3018 Motion Deadline	May 27, 2025 at 4:00 p.m. (Eastern Time)
Plan Supplement Filing	May 30, 2025
Rule 3018 Objection Deadline	June 6, 2025 at 4:00 p.m. (Eastern Time)
Deadline to Object or Respond to Confirmation of Plan	June 6, 2025 at 4:00 p.m. (Eastern Time)
Plan Voting Deadline	June 6, 2025 at 5:00 p.m. (Eastern Time)
Deadline to File (i) Reply to Confirmation Objections, (ii) Brief in Support of Confirmation of the Plan, (iii) Declarations in Support of Confirmation of the Plan, (iv) Voting Certification, and (v) Proposed Form of Order Approving Confirmation of the Plan	June 11, 2025 at 12:00 p.m. (Eastern Time)
Confirmation Hearing	June 13, 2025 at 9:30 a.m. (Eastern Time)

B. Inquiries

If you have any questions regarding the packet of materials you have received, please reach out to Omni Agent Solutions, Inc. (“*Omni*” or the “*Voting Agent*”) by email at EdgioInquiries@OmniAgnt.com.

If you have any questions regarding the Chapter 11 Cases, please reach out to:

MILBANK LLP

Dennis F. Dunne
Tyson Lomazow
Lauren C. Doyle
Benjamin M. Schak
55 Hudson Yards
New York, New York 10001
Telephone: (212) 530-5000

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins
Russell C. Silberglied
Brendan J. Schlauch
Huiqi Liu
Emily R. Mathews
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

Copies of this Disclosure Statement, which includes the Plan, are also available on the Voting Agent's website, <https://omniagentsolutions.com/Edgio>.

PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

C. Summary of Plan Classification and Treatment of Claims and Interests

Under the Bankruptcy Code, only holders of claims or interests in “impaired” Classes are entitled to vote on the Plan (unless, for reasons discussed in more detail below, such holders are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code). Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be “impaired” unless (i) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (ii) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan, among other things, cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

Only holders of Claims in Class 3 (Lynrock Claims) and Class 4 (General Unsecured Claims) are being solicited under, and entitled to vote on, the Plan (collectively, the “**Voting Classes**”).

The following table summarizes the treatment of Claims and Interests under the Plan. The table is qualified in its entirety by reference to the full text of the Plan. For a more detailed summary of the terms and provisions of the Plan, see Article VI—Summary of the Plan below. The summary of the Plan below incorporates the Global Settlement with the Committee and Lynrock.

A discussion of the amount of claims in each Class is set forth in Article VI hereof.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approx. Allowed Amount³	Approx. Recovery
1	Other Secured Claims	Except to the extent a Holder of an Allowed Other Secured Claim against any of the Debtors agrees to a less favorable treatment of such Claim, in full and final satisfaction of such Allowed Other Secured Claim, each Holder of an allowed Other Secured Claim shall receive from the Debtors or the Reorganized Debtors (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten Business Days after the date on which such Other Secured Claim becomes an allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter or (ii) such other treatment that is acceptable to Lynrock and that renders such Holder's Allowed Other Secured Claim Unimpaired	Unimpaired	No (Presumed to Accept)	Approx. \$250,000.00	100%
2	Other Priority Claims	Except to the extent a Holder of an Allowed Other Priority Claim against any of the Debtors agrees to a less favorable treatment of such Claim, in full and final satisfaction of such Allowed Other	Unimpaired	No (Presumed to Accept)	Approx. \$2.253 million	100%

³ The amounts set forth herein are estimates primarily based on, among other things, and as further described herein, the Debtors' books and records and is net of amounts paid during the pendency of the Chapter 11 Cases pursuant to Bankruptcy Court orders. Actual Allowed amounts will depend upon, among other things, final reconciliation and resolution of all Claims scheduled and/or filed by the applicable bar date. Consequently, the actual Allowed Claim amounts may differ materially from these estimates.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approx. Allowed Amount³	Approx. Recovery
		Priority Claim, each Holder of an allowed Other Priority Claim shall, at the option of the Debtors, (i) be paid by the Debtors or the Reorganized Debtors in full in Cash, or (ii) otherwise receive treatment from the Debtors or the Reorganized Debtors consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code and otherwise acceptable to Lynrock, payable on the later of the Effective Date and the date that is ten Business Days after the date on which such Other Priority Claim becomes an allowed Other Priority Claim, in each case, or as soon as reasonably practicable thereafter.				
3	Lynrock Claims	On the Effective Date, in full satisfaction of all Allowed Lynrock Claims (including any “diminution in value” claims and any deficiency claims) that have not been satisfied as of the Effective Date, each Holder of an Allowed Lynrock Claim shall receive its pro rata share of: i. The New Term Loans; ii. 100% of the New Equity Interests;	Impaired	Yes	Approx. \$169 million	TBD

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approx. Allowed Amount³	Approx. Recovery
		iii. 90% of any Remaining Sale Proceeds; and iv. Class A Liquidating Trust Interests, which shall entitle the Holders of Lynrock Claims to the following distributions: a. 70% of the Liquidating Trust Distributable Proceeds from any Designated Litigation Claims; b. 50% of the Liquidating Trust Distributable Proceeds from any D&O Claims; and c. 50% of the Liquidating Trust Distributable Proceeds from any Auditor Claims.				

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approx. Allowed Amount ³	Approx. Recovery
4	General Unsecured Claims	On the Effective Date, except to the extent a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge, each Holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of Class B Liquidating Trust Interests, which interests shall entitle such Holder of an Allowed General Unsecured Claim to its Pro Rata distribution from the GUC Recovery Pool after payment of all Liquidating Trust Expenses and Liquidating Trust GUC Expenses.	Impaired	Yes	Approx. ⁴ \$190 million – \$212 million	Approx. ⁵ 4.5% – 11.0%
5	Intercompany Claims	On the Effective Date, for administrative purposes only, all Intercompany Claims shall be adjusted, reinstated, or discharged as determined by the Debtors	Unimpaired/ Impaired	No (Presumed to Accept) / No (Deemed to Reject)	N/A	N/A

⁴ The approximate amount of Allowed General Unsecured Claims is based on a high level review of filed and scheduled Claims to date, without adjustment for future claims reconciliation. This range also does not include potential future General Unsecured Claims that may be asserted against the Debtors in connection with the rejection of Executory Contracts or Unexpired Leases that have yet to be rejected by the Debtors, as the amount of such General Unsecured Claims are speculative. The range also excludes claim numbers 99 and 100 filed by CoolTVNetwork.com and Franz A. Wakefield asserting alleged patent infringement Claims in the aggregate amount of approximately \$188.37 million, which the Debtors dispute and intend to challenge. As a result, the high end amount of Allowed General Unsecured Claims may be significantly higher.

⁵ Actual recoveries for Holders of Allowed General Unsecured Claims are subject to a number of contingencies. First, as described in footnote 4, *supra*, the final amount of Allowed General Unsecured Claims could be greater than the estimate provided in this Disclosure Statement. Second, the approximate recoveries include certain assumptions regarding recoveries from Liquidating Trust Causes of Action which have not yet been commenced. To the extent these assumptions prove incorrect, actual recoveries may be more or less than estimated in this Disclosure Statement. The projected recoveries are also dependent upon the amount of Remaining Sale Proceeds, Liquidating Trust Expenses and Liquidating Trust GUC Expenses. As such amounts are unknown at this time, the range of approximate recoveries for Holders of Allowed General Unsecured Claims is subject to material change.

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitled to Vote on the Plan	Approx. Allowed Amount ³	Approx. Recovery
		in consultation with Lynrock; <i>provided</i> such Intercompany Claims shall not be entitled to any recovery under the Plan.				
6	Subordinated Claims	On the Effective Date, all subordinated claims, if any, shall be discharged, cancelled, released, and extinguished, and will be of no further force or effect, and Holders of allowed subordinated claims shall not be entitled to any recovery.	Impaired	No (Deemed to Reject)	N/A	0%
7	Edgio Interests	On the Effective Date, Edgio Interests shall be cancelled, released, and extinguished and will be of no further force or effect, whether surrendered for cancellation or otherwise, and each Holder of an Edgio Interest shall not be entitled to any recovery.	Impaired	No (Deemed to Reject)	N/A	N/A
8	Intercompany Interests	On the Effective Date, for administrative purposes only, all Intercompany Interests shall be adjusted, reinstated, or discharged as determined by the Debtors in consultation with Lynrock; <i>provided</i> such interests shall not be entitled to any recovery.	Unimpaired/ Impaired	No (Presumed to Accept) / No (Deemed to Reject)	N/A	N/A

II. OVERVIEW OF THE COMPANY'S OPERATIONS

A. Business Operations

i. Products, Services and Customers

Prior to the Petition Date, the Company provided technology services that support the delivery of video and other content through the Internet. Among a broad suite of services, the Company ran global computer networks that support high-speed delivery of websites, recorded video, and live-streaming for a diverse and sophisticated base of blue-chip business and media customers. Through its software-as-a-service applications, the Company helped many of those same customers power live events with end-to-end streaming tools and enhance the security and performance of their websites and e-commerce platforms.

The Company's goal was to enable its clients to increase revenue generation and reduce costs in the development and delivery of their digital services. The Company serviced two primary types of companies: those for which media is at the core of their business (e.g., entertainment companies, sporting organizations, content owners, Internet service providers ("*ISPs*"), technology providers) and those that have a high degree of digital interaction with their customers (e.g., retailers, financial services, travel and hospitality, consumer technology services).

The Company's products and services were generally grouped into three product offerings, each of which helped major media and e-commerce companies deliver content to their customers through the Internet quickly and securely. *First*, the Company ran global content delivery networks or "CDNs." These networks consisted of hundreds of servers at over 300 "points of presence" or "POPs" near global population centers around the world, which were controlled by proprietary Edgio software. By storing content (e.g., the front page of a popular banking or e-commerce website) on servers at each of these POPs, the Company can help its clients ensure that their own customers can access webpages and other key content without waiting for data to arrive from a distant centralized server. This networking strategy—and processing data at a physical location near an Internet user—has become known as "edge computing" because data was delivered to the user from a nearby server that sat at the "edge" between the user's local network and the broader global network.

As described above, the Company's operations included two content delivery networks: one, known as Limelight or EdgePrism, that was developed by the Company's predecessor, Limelight Networks; and another, known as Edgecast or Sailfish, that was purchased in June 2022 from Edgecast.

The goal behind the acquisition of Edgecast was to acquire an even stronger client base while seeking to streamline the two streaming platforms into a single operation—utilizing premier technology while streamlining the operational costs of both businesses into a single more efficient business line. The acquisition of Edgecast directly tied to the Company's core short-term and long-term objectives: improving network performance and operating costs; expanding revenue growth with existing and new clients; and introducing new solutions that will increase network utilization, growth, and gross margins.

Second, the Company's media platform enabled customers to stream large files such as on-demand video, live video, or large software downloads quickly and securely. Some of the world's largest global broadcasters, such as Disney and Amazon Prime, relied on the Company to stream live and on-demand video. Likewise, some of the world's most significant software companies, such as Amazon, Microsoft and Samsung, relied on the Company to distribute automatic software upgrades to their users. The media platform also included "Open Edge," a system that allows ISPs to store content at the "edge" of their own networks, so as to cut the cost of retrieving popular high-bandwidth files from media companies' servers.

The media platform included "Uplynk," a platform that helped media companies to manage the preparation, packaging, monetization and distribution of their streaming content and to enhance their revenue, for instance by inserting targeted advertisements into streaming videos (a process known as service-side ad insertion).

As of the Petition Date, Uplynk and the Company's other media services ran over the Limelight network. However, these services have previously been implemented to run (and can again run) over any content delivery network, enhancing Uplynk's value to competitors and strategic investors.

Third, the Company's collection of "Applications" or "Apps," which ran over the Edgecast or Sailfish network, allowed business customers to reduce the cost to develop their websites and mobile applications while improving security and reducing the time it takes to load those websites and applications. The Apps platform comprised a complete "web application firewall," along with a 24/7 global security operations center and a proactive monitoring dashboard. Within the Apps business, key customers included household names such as Verizon, Bank of America, Microsoft, LinkedIn, and X (formerly Twitter).

ii. Operations

Prior to the Petition Date, the Company ran over 300 server locations or points of presence (POPs), mostly using server space within major data centers, such as Equinix and Jio. The Company owned most of its hardware and servers directly, and leased space at various datacenter and colocation providers in which to house that equipment. In certain circumstances, the Company leased equipment from internet service providers and provided a share of the customer traffic revenue that runs through those servers. These servers connected to tens of thousands of local Internet service providers to serve customers in more than 60 countries. The Company connected these servers through thousands of miles of privately owned fiber optic lines as well as directly to Internet service providers through a process called "peering," which allowed it to convey data more reliably and securely than is possible on the "public" Internet.

To develop and maintain this global network, the Company engaged hundreds of employees and other service providers in dozens of countries, including R&D specialists who invent and improve solutions for the Company's customers, engineers who built and maintained those solutions, and salespeople who showcased those solutions to new and existing customers.

B. Corporate History and Structure

The Company started in the Phoenix metropolitan area in 2001 under the name Limelight Networks (“***Limelight***”). Initially, Limelight provided content delivery services, specializing in video delivery in competition with companies such as Akamai. Limelight grew rapidly, expanding nationwide in 2003 and internationally in 2004.

Edgio was incorporated in Delaware in 2003 as Limelight Networks, Inc. Four years later, Limelight made an initial public offering of its common stock, which became listed on the Nasdaq Global Market under the symbol “LLNW.”

In September 2021, Limelight acquired Moov Corporation, which did business as Layer0. This acquisition added many of the products that now form the core of the Company’s Applications suite—software that helps businesses run and accelerate their websites. With the acquisition of Layer0, Limelight hoped to transform its existing networking business into a comprehensive set of tools for creating, managing, customizing and delivering websites and other online content. The combination of networking and the Applications suite proved particularly formidable emerging from the COVID-19 pandemic, during which time demand for streaming had increased significantly.

In June 2022, Limelight acquired Edgecast Inc. (“***Edgecast***”), a business unit of Yahoo!, through a stock-for-stock merger. At the time, Edgecast was a leading provider of security, content delivery and video streaming services which was responsible for delivering approximately 10% of global Internet traffic. It was as a result of this transaction that Apollo Global Management became a significant stockholder of the Company. Immediately after acquiring Edgecast, Limelight changed its corporate name to Edgio, Inc., and changed its ticker symbol from LLNW to EGIO. By re-branding itself as Edgio, Limelight presented itself as offering a full suite of “edge-enabled” applications services that run on its global networks.

As of the Petition Date, the Company’s operations were divided across several operating entities in the United States and elsewhere. As shown in the chart that was attached as Exhibit A to the *Declaration of Todd Hinders in Support of Chapter 11 Petitions and First Day Motions of Edgio, Inc., et al.* [Docket No. 3] (the “***First Day Declaration***”), the Company’s operating companies are all directly or indirectly owned by Edgio, Inc., which is the issuer of the Company’s publicly traded equity and the primary obligor under the Company’s funded debt. The Company’s U.S.-organized subsidiaries are guarantors of the Company’s funded debt, and continue to exist as the result of the Company’s transactions with Moov Corporation and Edgecast. Each is a Debtor in these Chapter 11 Cases. Additionally, the Company has subsidiaries in several foreign countries. While some of these non-U.S. entities have commercial relationships with local customers, most exist for the purpose of engaging salespeople, developers and engineers who support the Company’s global operations from outside the United States.

C. The Debtors’ Prepetition Capital Structure

The Debtors’ capital structure as of the Petition Date was established in late 2023 through the (i) entry into the Prepetition Junior Term Loan Credit Agreement which provided for a senior secured term loan credit facility with Lynrock as the sole lender; (ii) exchange of the Debtors’

3.5% Convertible Senior Notes due 2025 (the “*Unsecured Notes*”) for new 19.5% (3.5% cash and 16% payable in kind) Senior Secured Convertible Notes due 2027 (the “*Prepetition Junior Secured Notes*”); and (iii) the termination of the Debtors’ then existing credit agreement with First-Citizens Bank.

A summary of the Debtors’ funded debt, as of the Petition Date, is set forth below:

Debt Facility	Security and Priority	Principal and Interest Outstanding (mm) ⁶
Prepetition Priority Term Loan Credit Agreement	Priority lien on substantially all assets	\$9.2
Prepetition Junior Secured Notes Indenture	Junior lien on substantially all assets	\$140.9
Prepetition Junior Term Loan Credit Agreement		\$94.4
Total		\$244.5

i. Secured Debt

On November 14, 2023, Edgio, Inc. entered into the Prepetition Junior Term Loan Credit Agreement, which provided for a senior secured term loan credit facility with Lynrock as the sole lender, in the aggregate principal amount of approximately \$79,472,000 (including approximately \$13,248,000 in original issue discount) and maturing November 14, 2027. The Prepetition Junior Term Loan Credit Agreement is secured by substantially all of the assets of Edgio, Inc. and its wholly owned domestic subsidiaries (collectively, the “*Collateral*”) and guaranteed by each of the wholly owned domestic subsidiaries of Edgio, Inc. The Prepetition Junior Term Loan Credit Agreement bears interest at a rate of 3.5% in cash and 16.0% payable in kind. Pursuant to the Prepetition Junior Term Loan Credit Agreement, Edgio agreed to pay an upfront fee to Lynrock in an amount equal to approximately \$13,248,000 or 16.67% multiplied by the aggregate principal amount of Lynrock’s term loan under the Prepetition Junior Term Loan Credit Agreement.

On November 14, 2023, Edgio also completed a private exchange with Lynrock, which had previously held an aggregate of \$118,870,000 in principal amount of Edgio’s Unsecured Notes. In exchange for the Unsecured Notes held by Lynrock, Edgio issued Lynrock \$118,870,000 in aggregate principal amount of the Prepetition Junior Secured Notes having a stated maturity roughly four years longer than the date for repurchase of the Unsecured Notes following the Fundamental Changes⁷, governed by the Prepetition Junior Secured Notes Indenture. The Prepetition Junior Secured Notes are secured by the Collateral, *pari passu* with the Prepetition Junior Term Loan Credit Agreement, and are likewise guaranteed by the wholly owned domestic subsidiaries of Edgio, Inc. The Prepetition Junior Secured Notes have a stated maturity of November 14, 2027, unless earlier converted, redeemed or repurchased in accordance with their

⁶ For illustrative purposes, interest has been calculated at the default rate through September 8, 2024.

⁷ As set forth in the First Day Declaration, “Fundamental Changes” means a “Fundamental Change” and a Make-Whole Fundamental Change” under Edgio’s Unsecured Notes indenture.

terms. U.S. Bank Trust Company, N.A., is the trustee and collateral agent under the Prepetition Junior Secured Notes Indenture.

On August 23, 2024, the Company entered into an additional senior secured term loan credit facility with Lynrock as lender, in the aggregate principal amount of \$9,146,000 (including \$1,646,280 in original issue discount), governed by a credit agreement (the “**Priority Credit Agreement**”) and maturing February 23, 2025. The Priority Credit Agreement was secured by the Collateral, effectively senior to the Prepetition Junior Secured Notes and the Prepetition Junior Term Loan Credit Agreement, and was likewise guaranteed by the wholly owned domestic subsidiaries of Edgio, Inc. The Priority Credit Agreement required an up-front fee to the lender of 18% (so that it provided net cash proceeds of \$7,500,000), and bore interest at a rate of 19.5%, payable in cash.

Pursuant to the Interim DIP Order, the obligations under the Prepetition Priority Term Loan Credit Agreement were rolled into new loans under the DIP Facility on a cashless dollar-for-dollar basis.

Two intercreditor agreements define the relative rights of creditors under the Prepetition Junior Secured Notes Indenture, the Prepetition Junior Term Loan Credit Agreement, prior to entry of the Interim DIP Order, and the Priority Credit Agreement. Under the First Lien *Pari Passu* Intercreditor Agreement dated as of November 14, 2023, the collateral agent under the Prepetition Junior Secured Notes Indenture and Lynrock as lender under the Prepetition Junior Term Loan Credit Agreement have *pari passu* rights to the Collateral. In connection with the Priority Credit Agreement, Edgio entered into a Priority Lien Intercreditor Agreement, dated as of August 23, 2024, which subordinated the existing security interests securing the Prepetition Junior Term Loan Credit Agreement and the Prepetition Junior Secured Notes to the security interests that secured the Priority Credit Agreement.

As of the Petition Date, approximately \$140,971,311 in principal and accrued interest was outstanding under the Prepetition Junior Secured Notes Indenture, approximately \$94,446,233 in principal and accrued interest was outstanding under the Prepetition Junior Term Loan Credit Agreement, and approximately \$9,236,317 in principal and accrued interest was outstanding under the Priority Credit Agreement (in each case including accrued and unpaid interest at the default rate). Additionally, the filing of the Chapter 11 Cases triggered make-whole premiums under the terms of both the Prepetition Junior Term Loan Credit Agreement and the Prepetition Junior Secured Notes Indenture. In connection with negotiations over the proposed debtor-in-possession financing offered by Lynrock, the Debtors and Lynrock agreed to reduce those make-whole premiums by 13%, resulting in the Allowed claims set forth in the Final DIP Order: \$65,952,657 with respect to the Prepayment Premium/Make-Whole Amount (as defined in the Prepetition Junior Term Loan Credit Agreement) and \$96,751,937 with respect to the Applicable Premium (as defined in the Prepetition Junior Secured Notes Indenture). These agreements were subject to the Committee’s challenge rights, discussed below, and ultimately addressed as part of the Global Settlement.

ii. Unsecured Debt

The Debtors have no unsecured funded debt. Until November 2023, \$125,000,000 in principal amount of the Unsecured Notes were outstanding. As described above, the Unsecured Notes that were held by Lynrock (\$118,870,000 in principal amount) were exchanged into the Prepetition Junior Secured Notes and the accrued interest paid in cash. The other outstanding Unsecured Notes were paid in full in cash in January 2024.

Prior to the Petition Date, in the ordinary course of business, the Debtors made certain long-term commitments for right-of-use (“**ROU**”) assets (primarily office facilities), Open Edge partner commitments and purchase commitments for bandwidth and computer rackspace. These commitments had initial terms ranging up to ten years. As of June 30, 2024, the Debtors had approximately \$7.9 million in operating lease liabilities and \$19.7 million in both short-term and long-term finance lease liabilities. As of December 31, 2023, the Debtors had long-term commitments for bandwidth usage and co-location with various networks and Internet Service Providers totaling \$208.3 million.

As of the Petition Date, the Debtors owed approximately \$41.6 million in outstanding accounts payable, and owed other accrued liabilities to various parties, such as vendors, suppliers, service providers, utility providers, and tax authorities.

iii. Equity

Edgio, Inc. wholly owns each of the other Debtors and their non-Debtor subsidiaries either directly or indirectly. The common stock of Edgio, Inc. was publicly traded on the Nasdaq Capital Market until it was delisted on October 25, 2024.

On June 7, 2024, the company’s board of directors adopted a tax benefits preservation plan and declared a dividend of one preferred share purchase right (“**Right**”) for each of Edgio’s issued and outstanding shares of common stock to shareholders of record at the close of business on June 17, 2024. Each Right entitled the registered holder, subject to the terms of the tax benefits preservation plan, to purchase from Edgio one one-thousandth of a share of Edgio’s Series A Junior Participating Preferred Stock, par value \$0.001 per share, at a price of \$50.00 per share, subject to certain adjustments. The tax benefits preservation plan was adopted in an effort to diminish the risk that Edgio’s ability to utilize its net operating loss carryovers to reduce potential future federal income tax obligations is limited.

In connection with the issuance of the Prepetition Junior Secured Notes, Edgio provided Lynrock with the right to receive a common stock purchase warrant to purchase 19.99% of the fully diluted shares of Edgio common stock outstanding at the time of the issuance of such warrant, at an exercise price of \$0.001 per share (the “**Warrant**”). On January 26, 2024, Edgio’s stockholders approved the proposal for the issuance of shares of Edgio common stock underlying the Warrants. On April 30, 2024, the Warrant was issued for the right to purchase approximately 1,661,291 shares of Edgio common stock at an exercise price of \$0.001 per share.

III.

KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES

A. The Edgecast Transaction

The Limelight-Edgecast combination closed in June 2022. At the time, Limelight believed that Edgecast's network, which was well-suited to delivery of small files, would complement Limelight's own network, which was better suited to large files. Furthermore, the combination of Limelight and Edgecast was expected to expand the combined company's scale and market reach and to diversify the combined company's revenue stream by offering Edgecast's world-class security solutions and video management products (now Uplynk) alongside Limelight's existing collection of website management and networking services.

Instead, the Company was beset throughout 2023 and 2024 by difficulties and challenges that adversely affected its ability to manage its capital structure and realize the benefits of the Limelight-Edgecast combination. As described below, the Fundamental Changes triggered under the Unsecured Notes indenture and the restatement of Edgio's financial statements set the Company on a downward spiral from which it ultimately could not recover.

Despite these challenges, the Debtors entered the Chapter 11 Cases believing that Edgio stakeholders still had a chance to realize the benefits of the Limelight-Edgecast combination. A purchaser of the whole company had an opportunity to reduce costs by consolidating the duplicative content delivery networks. Alternatively, a purchaser of the Uplynk or Apps product offerings could generate margin from those businesses without the overhang of a duplicative content delivery network. In fact, the Chapter 11 process has helped investors unlock Edgio's true value by eliminating looming debt charges and unprofitable contracts and operations.

B. The Open Edge Accounting Restatement and Its Subsequent Effects

As detailed below, the Company endured a series of compliance challenges that necessitated certain liability management exercises beginning in early 2023.

i. Edgio Announced a Restatement of Its Financial Statements.

On March 8, 2023, Edgio's management and the audit committee of its board determined that the Company's annual financial statements for 2020 and 2021 (as well as certain quarterly periods through the third quarter of 2022) should be restated and no longer relied upon due to an error in accounting for sales of the Open Edge product. This determination required Edgio to restate the affected financial statements.

The Open Edge transactions affected by this restatement involved Edgio's sales of equipment, such as routers and servers to Internet service providers and other customers, for the purpose of establishing an Edgio-managed point of presence within those customers' networks. In connection with these sales, Edgio had entered into revenue sharing arrangements whereby Edgio and each customer agreed to share revenue derived from traffic that runs through the equipment using Edgio's content delivery platforms.

Consistent with Edgio's prior revenue recognition disclosures, revenues from the sale of the equipment and related equipment costs had historically been recorded at the point in time when control of the equipment transferred to the customer, and expenses from the revenue share arrangement were recorded over the term of the revenue sharing agreement, which is generally five years. Based on a subsequent review, it was determined that the Open Edge transactions should have been accounted for as financing leases instead of revenue-generating asset sales.

The restated financial statements took approximately three months to prepare and were audited by Edgio's former independent registered public accounting firm. As a result, Edgio was unable to file its annual report (Form 10-K) for 2022 until June 29, 2023—approximately three months after the normal deadline. Likewise, Edgio's subsequent quarterly reports were filed late with the SEC.

ii. Edgio's Stock was Removed from the Nasdaq Global Select Market.

On April 27, 2023, Edgio received a notification letter from the Staff of the Nasdaq notifying Edgio that, for the previous 30 consecutive business days, the bid price for Edgio's common stock had closed below the Bid Price Requirement.⁸

In accordance with Nasdaq Listing Rule 5810(c)(3)(A), the Company was provided an initial period of 180 calendar days, or until October 25, 2023 (the "***Compliance Date***"), to regain compliance with the Bid Price Requirement. The notice provided that if the Company was not in compliance with the Bid Price Requirement by the Compliance Date, the Company may qualify for a second 180 calendar day compliance period, provided it met the continued listing requirement for market value of publicly held shares and all other applicable requirements for initial listing on The Nasdaq Global Select Market (except for the Bid Price Requirement).

The notice also raised several alternatives to address the issue and avoid de-listing, including a reverse stock split or transfer to the Nasdaq Capital Market. Edgio consulted with its then-long-time outside corporate counsel about these options over the course of several months, which failed to advise Edgio that a transfer to the Nasdaq Capital Market would trigger the Fundamental Changes in the indenture that governed the Unsecured Notes. Unaware of this dire consequence, Edgio's listing was transferred to the Nasdaq Capital Market on October 20, 2023.

iii. The Re-listing of Edgio's Stock Led to a Refinancing Transaction.

The transfer of Edgio's stock from one Nasdaq exchange to another had dramatic repercussions. The transfer constituted both a "Fundamental Change" and a "Make-Whole Fundamental Change" under the indenture that governed the Unsecured Notes. The occurrence of the Fundamental Changes thus provided Edgio's holders of the Unsecured Notes the right to require Edgio to re-purchase their Unsecured Notes at par (plus accrued interest) or to convert their Unsecured Notes into common stock at a rate of 117.2367 shares per \$1,000 in principal amount of Unsecured Notes plus a "make-whole" adjustment. Pursuant to the terms of the indenture, on

⁸ As set forth in the First Day Declaration, "Bid Price Requirement" means the minimum \$1.00 per share requirement for continued listing on the Nasdaq Global Select Market under Nasdaq Listing Rule 5550(a)(2).

October 27, 2023, Edgio delivered a notice to the holders of the Unsecured Notes that the Fundamental Changes had occurred.

J.P. Morgan had been advising the Company on a variety of capital raising options in order to address short-term liquidity needs (including amendments to the credit facility with First-Citizens Bank). Unfortunately, as a result of the Fundamental Changes, J.P. Morgan was unable to identify equity or debt capital raising options in the new timeline governed by the Fundamental Changes, despite J.P. Morgan's outreach to over 40 possible sources of debt and/or equity financing in late October and early November 2023.

Since Edgio did not have sufficient cash on hand to repay the Unsecured Notes at par, and was unable to find alternative sources of liquidity due to the Fundamental Changes, it engaged PJT Partners, Inc. ("**PJT**") in early November 2023, to expeditiously pursue a renegotiation of the Unsecured Notes with Lynrock, which held \$118,870,000 in principal amount of the Unsecured Notes out of the total \$125,000,000 in principal amount outstanding.

Edgio ultimately agreed to enter into the Prepetition Junior Term Loan Credit Agreement to fund its short-term liquidity needs, under which Lynrock extended a term loan in an aggregate principal amount of approximately \$79,472,000, with an upfront fee to Lynrock in an amount equal to approximately \$13,248,000 or 16.67% of such aggregate principal amount, resulting in net proceeds to the Company of approximately \$66 million. Edgio used the proceeds of that loan, in part, to pay in full the remaining portion (\$6,130,000 in principal amount) of Unsecured Notes that were not held by Lynrock. Edgio also issued the Prepetition Junior Secured Notes on November 14, 2023, in exchange for Lynrock's Unsecured Notes.

iv. Edgio's Late Financial Reporting Triggered an Event of Default Under Edgio's Prepetition Junior Term Loan Credit Agreement.

Less than two weeks before the end of fiscal year 2023, on December 18, 2023, Edgio's public accounting firm resigned its audit engagement for fiscal 2023, which required Edgio to identify and engage a new audit firm. Edgio ultimately engaged a new firm in January 2024 to provide audit services for fiscal years 2023. The transition to the new audit firm occurred late in the normal auditing process, and the onboarding of a new audit team required considerable time. Edgio was unable to file a timely annual report for the 2023 fiscal year by March 15, 2024.

These delays in public financial reporting triggered defaults and events of default under the new Prepetition Junior Term Loan Credit Agreement and the Prepetition Junior Secured Notes Indenture with Lynrock. Edgio obtained a waiver from Lynrock under the Prepetition Junior Term Loan Credit Agreement for certain untimely financial reporting (which Edgio has since defaulted as a result of its failure to file financial reports by the extended deadline). Edgio had also been out of compliance with certain financial maintenance covenants under the Prepetition Junior Term Loan Credit Agreement at times during 2024, which are also defaults under the Prepetition Junior Secured Notes Indenture as a result of its cross-default provision.

C. Edgio's Efforts to Avoid Further Reorganization

Following the foregoing series of events, the board of directors of Edgio, Inc. determined in early 2024 to evaluate strategic alternatives, including a process to sell the company, either as a

whole or by product offerings (i.e., content delivery, Uplynk, and Apps). In February 2024, both strategic and financial partners contacted Edgio about a potential acquisition of the Company and/or certain of its assets and Edgio hired Cowen and Company LLC (now affiliated with TD Securities (USA) LLC) ("**TD Cowen**") to provide financial advisory and investment banking services.

Following its evaluation of strategic alternatives and preparation of marketing materials, TD Cowen began a robust marketing process for the Company's businesses in spring of 2024. As part of that marketing process, TD Cowen contacted 43 potential investors, including 34 potential strategic buyers and 9 potential financial sponsors. Of those, 14 signed confidentiality agreements. TD Cowen's process was primarily focused on strategic buyers, because the Company had previously run a strategic process primarily targeting potential financial sponsors. As of the Petition Date, ten potential investors were still engaged in various levels of diligence, with an eye to acquiring either substantially all of the Debtors' assets or specific product offerings within the Debtors' businesses.

At the same time, however, the Company's liquidity position declined and cash was projected to decline below zero by the end of August 2024. Accordingly, the board of directors retained Riveron RTS LLC ("**Riveron**") to help assess and improve its short-term liquidity position.

In an effort to buy time for the Company to continue to evaluate its strategic alternatives, management enacted several liquidity preservation measures, including working with major customers to accelerate payments on past-due accounts receivable and to delay payments to major vendors. Management also implemented headcount reductions in 2023 and 2024, but elected to delay further reductions, given the potential to disrupt the going concern sale process.

To provide the Company with additional runway to continue its marketing process and transition it into Chapter 11 in a manner that would minimize the overall disruption to the business and preserve its going concern value, in August 2024, the board of directors approved entry into the Priority Credit Agreement, a credit facility provided by Lynrock that provided net cash proceeds of \$7,500,000.

During this period, the Company negotiated vigorously with Lynrock over the terms of a Chapter 11 process, including debtor-in-possession financing and a sale process that would continue under and with the benefits of section 363 of the Bankruptcy Code. As a result of those arm's-length negotiations, Lynrock agreed to offer debtor-in-possession financing and agreed to act as the stalking-horse bidder in the sale process, all of which is more fully described in Article IV herein. These agreements by Lynrock allowed the Debtors to minimize the disruption to operations that might otherwise be attendant to cases commenced in Chapter 11 and provided assurances to key vendors and customers central to the Company's business operations.

IV. **THE CHAPTER 11 CASES**

A. Commencement of Chapter 11 Cases

On the Petition Date, the Debtors filed voluntary petitions in the Bankruptcy Court commencing the Chapter 11 Cases for relief under the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

B. Appointment of the Committee

On September 20, 2024, the Office of the United States Trustee for the District of Delaware (the “***U.S. Trustee***”) appointed the Committee. *See Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 98]. The members of the Committee are: (i) Verizon Sourcing, LLC; (ii) EdgeUno, Inc.; (iii) Equinix, Inc.; (iv) Tencent Cloud, LLC; (v) Encore Technologies; (vi) NTT America n/k/a NTT Data and (vii) Computacenter United States, Inc. The Committee is advised by Kelley Drye & Warren LLP, as counsel, Chipman Brown Cicero & Cole LLP, as counsel, and Alvarez & Marsal North America, LLC, as financial advisor.

C. First-Day Motions

Following the commencement of the Chapter 11 Cases, the Debtors filed various motions (the “***First Day Motions***” and the various interim and final order approving the First Day Motions, the “***First Day Orders***”) seeking relief from the Bankruptcy Court to enable the Debtors to promote a seamless transition between the Debtors’ prepetition and postpetition business operations, facilitate an expeditious sale process under section 363 of the Bankruptcy Code, and minimize any disruptions to the Debtors’ operations. A description of the First Day Motions is set forth in the First Day Declaration. The Bankruptcy Court granted substantially all of the relief requested in the First Day Motions and entered various final orders authorizing the Debtors to, among other things:

- Obtain postpetition financing and use cash collateral [Docket No. 230];
- Pay prepetition wages, payroll taxes, certain employee benefits and related expenses, continue employee benefits programs, and modify the automatic stay with respect to the worker’s compensation program [Docket No. 231];
- Continue to operate the Debtors’ cash management system and maintain existing bank accounts, pay bank fees and the credit card; continue using existing business forms, and engage in intercompany transactions [Docket No. 232];
- Maintain the Debtors’ insurance policies and one surety bond, and honor related obligations thereunder [Docket No. 233];
- Establish certain procedures for trading in equity securities [Docket No. 234];

- Pay certain taxes [Docket No. 235];
- Pay foreign vendors and critical vendors [Docket No. 236] (the “*Critical Vendors Order*”); and
- Redact certain personally identifiable information and modify the requirement to file a list of equity security holders and modify notice thereto [Docket No. 240].

As of the date hereof, the Debtors estimate approximately \$11.9 million in prepetition Claims have been paid pursuant to the various First Day Orders, including approximately \$11.5 million in prepetition Claims pursuant to the Critical Vendors Order.

D. DIP Financing and Cash Collateral

Given, among other things, the existing capital structure and the lack of unencumbered assets, the Company was unable to source additional financing from parties outside of its existing capital structure. Accordingly, the Company’s advisors focused efforts on engaging with Lynrock. Following weeks of good faith and constructive negotiations, the Company was able to secure required financing first in the form of the Priority Term Loan in August 2024, which provided the Company with \$7.5 million in net cash proceeds and allowed for the orderly commencement of the Chapter 11 Cases and second, subject to Bankruptcy Court approval, the proposed DIP Facility. In light of the terms of the Prepetition Junior Term Loan Credit Agreement and the Prepetition Junior Secured Notes Indenture (together, the “*2023 Financings*”) and the Company’s deteriorating liquidity position, the rates and terms agreed upon in the 2023 Financings effectively established the Company’s cost of capital for purposes of procuring debtor in possession financing.

While continuing to negotiate the terms of the DIP Facility with Lynrock, TD Cowen also approached potential lenders to seek alternative proposals to the DIP Facility in the days prior to the Petition Date. In doing so, TD Cowen and the Debtors’ advisors were conscious of risks to the business associated with chapter 11 rumors. Therefore, TD Cowen solicited proposals for debtor in possession financing by contacting approximately fifteen well-established and experienced third-party financial institutions and other capital sources. Those parties included lenders that often make loans in distressed and bankruptcy situations and have the capital necessary to provide adequate financing to the Debtors.

The foregoing efforts did not surface any actionable financing proposals from any third parties, other than the DIP Facility. Thus, the Debtors and their directors, in consultation with TD Cowen and the Debtors’ other advisors, determined that the proposed DIP Facility and the authorization to use Cash Collateral as offered by Lynrock were the best financing options that the Debtors could obtain and that it would be imprudent to attempt to conduct the Chapter 11 Cases without access to the DIP Facility on the proposed terms thereof. Fully unsecured post-petition financing was not available to Debtors. Other potential sources of debtor in possession financing for Debtors, including on a junior secured basis, were also nonexistent.

On October 15, 2024, the Bankruptcy Court entered the *Final Order (I) Authorizing The Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV)*

Granting Adequate Protection; and (V) Granting Related Relief [Docket No. 230] (the “**Final DIP Order**”), approving the Debtors’ entry into the DIP Facility on a final basis. Pursuant to the Final DIP Order, any party, having obtained standing, was permitted to commence and serve an adversary proceeding or contested matter (subject to the limitations contained in the Final DIP Order), on or before November 25, 2024 (the “**Challenge Period**”) to prosecute Challenges (as defined in the Final DIP Order) against the DIP Lender or the Prepetition Junior Secured Parties (each as defined in the Final DIP Order). The Challenge Period was extended pursuant to the Plan Term Sheet solely for the Committee to the earlier of (i) the Effective Date or (ii) March 31, 2025. In accordance with the Plan Term Sheet, the parties subsequently agreed to further extend the Challenge Period solely for the Committee to May 6, 2025. No party has filed a Challenge. Thus, the Challenge Period has expired for all parties other than the Committee and, as set forth below, the Committee’s Challenge rights are being settled as part of the Plan.

Pursuant to the DIP Term Sheet, the DIP Facility initially was set to mature on the date that was 6 months after the Petition Date, i.e., on March 9, 2025, subject to extension, with the prior written consent of Lynrock, for up to two 30-day periods as necessary to obtain receipt of all regulatory approvals required for consummation of any sale of assets (the “**Interim DIP Maturity Date**”). On March 6, 2025, the Debtors and Lynrock executed an agreement modifying the DIP Term Sheet to allow the parties to agree to extensions of the Interim DIP Maturity Date for any reason (i.e., not solely as necessary to obtain regulatory approvals). Lynrock has consented to a 30-day extension of the Interim DIP Maturity Date to April 8, 2025. The Debtors retain the right to request an additional 30-day extension from Lynrock. On March 27, 2025, the Debtors filed the *Motion of Debtors for Entry of an Order (I) Authorizing Extensions of the Maturity Date Under the Final DIP Order and (II) Granting Related Relief* [Docket No. 840], seeking an order modifying the Final DIP Order to permit an extension of the Maturity Date.

E. Procedural Motions

The Debtors filed various motions regarding procedural issues common to chapter 11 cases of similar size and complexity. The Bankruptcy Court granted substantially all of the relief requested in such motions and entered various orders authorizing the Debtors to, among other things:

- Jointly administer the Debtors’ Chapter 11 Cases [Docket No. 33];
- Establish procedures for interim compensation and reimbursement of expenses of chapter 11 professionals [Docket No. 189]; and
- Employ professionals utilized by the Debtors in the ordinary course of business [Docket No. 191].

F. Retention of Chapter 11 Professionals

The Debtors filed several applications and obtained authority to retain various professionals to assist the Debtors in carrying out their duties under the Bankruptcy Code during the Chapter 11 Cases. These professionals include (i) Milbank LLP, as counsel; (ii) Richards, Layton & Finger, P.A., as counsel; (iii) TD Cowen, as investment banker; (iv) Riveron, as financial

advisor; (v) Omni Agent Solutions Inc., as claims and noticing agent and administrative advisor; (vi) PwC US Tax LLP, as tax compliance and tax consulting services provider; (vii) PwC US Business Advisory LLP, as accounting advisory, valuation and tax advisory services provider; (viii) Reid Collins & Tsai LLP (“**Reid Collins**”), as special counsel in connection with the potential litigation discussed in Article IV.O of this Disclosure Statement.

G. Executory Contracts and Lease Rejections

On September 17, 2024, the Debtors filed the *Debtors’ Motion for Entry of an Order (I) Authorizing the Debtors to Reject Master Service Agreement with Twitter, Inc. Effective as of September 17, 2024, and (II) Granting Related Relief* [Docket No. 86] (the “**Twitter Rejection Motion**”). By order dated September 26, 2025 [Docket No. 129], the Bankruptcy Court approved the relief requested in the Twitter Rejection Motion. On October 16, 2024, the Debtors filed the *Debtors’ Motion Authorizing (I) the Rejection of that Certain Unexpired Real Property Lease with Skysong Office 5, LLC and Related Sublease with Themis-Tech, Inc., (II) Abandonment of Any Remaining Personal Property at the Premise and (III) Granting Related Relief* [Docket No. 246] (the “**SkySong Rejection Motion**”). By order dated October 31, 2024, the Bankruptcy Court approved the relief requested in the SkySong Rejection Motion. On December 31, 2024, the Debtors filed an omnibus motion to reject approximately 43 executory contracts and real property leases [Docket No. 558] (the “**Omnibus Rejection Motion**”). The relief requested in the Omnibus Rejection Motion was approved by the Bankruptcy Court on January 9, 2025 [Docket No. 594]. On January 13, 2025, the Bankruptcy Court entered an order [Docket No. 603] (the “**Rejection Procedures Order**”) approving the procedures in connection with rejecting executory contracts and unexpired leases.

The Debtors continue to evaluate their existing contract and lease portfolio and additional rejection motions or notices may be filed during the Chapter 11 Cases pursuant to the Rejection Procedures Order. As of the date hereof, the Debtors have filed five notices of rejection of executory contracts and unexpired leases. *See* Docket Nos. 639, 664, 730, 773 & 849. The Bankruptcy Court entered an order approving the second rejection notice. *See* Docket No. 802. The Debtors will continue to analyze executory contracts and unexpired leases and may reject additional executory contracts and unexpired leases prior to confirmation of the Plan.

H. Statements and Schedules and Claims Bar Dates

Beginning on October 10, 2024, the Debtors each filed their schedules of assets and liabilities and statements of financial affairs (collectively, the “**Schedules**”) [Docket Nos. 195-210, 270 & 271].

On September 30, 2024, the Bankruptcy Court entered an order [Docket No. 140] (the “**Bar Date Order**”), and on October 11, 2024, the Debtors filed the notice [Docket No. 215] (the “**Bar Date Notice**”), establishing:

- i. November 19, 2024, at 11:59 p.m. (prevailing Eastern Time) as the deadline for each person or entity other than a governmental unit (as defined in section 101(27) of the Bankruptcy Code) to file proofs of claim in the Chapter 11 Cases;

- ii. March 10, 2025, at 11:59 p.m. (prevailing Eastern Time) as the deadline for all governmental units (as defined in section 101(27) of the Bankruptcy Code) to file proofs of claim in the Chapter 11 Cases;
- iii. the later of (i) the General Bar Date (or the Governmental Bar Date, if the amendment relates to a claim of a Governmental Unit) or (ii) 11:59 p.m. (prevailing Eastern Time) on the date that is thirty-three days from the date that the Debtors serve written notice to the affected creditor that the Schedules have been amended as the deadline by which the creditors affected by such amendment must file a proof of claim; and
- iv. the later of (a) the General Bar Date (or the Governmental Bar Date, if a Governmental Unit is the counterparty to the executory contract or unexpired lease) and (b) 11:59 p.m. (prevailing Eastern Time) on the date that is thirty-three days from the date of the entry of any order authorizing the rejection of such executory contract or unexpired lease (unless the order authorizing such rejection provides otherwise) as the deadline by which any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease must file a proof of claim based on such rejection.

The Bar Date Notice was served on creditors and other parties in interest and published on *The New York Times*. See Docket Nos. 247, 305, 343, 470 616 & 620.

As of the date hereof, more than 290 proofs of claim have been filed asserting general unsecured claims in the amount of approximately \$1.98 billion. As the Debtors have not yet rejected all executory contracts and leases, additional proofs of claims asserting general unsecured claims as a result of future rejections may be filed and further increase the total amount of filed unsecured proofs of claim (both in terms of number and dollar amount). The Debtors have only started to reconcile these filed amounts of unsecured claims and already have concluded that the actual dollar value of Allowed General Unsecured Claims will be lower, but cannot definitively predict how much lower.

On January 21, 2025, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Establishing Deadline for All Parties and Entities to File Requests for Allowance of Administrative Expense Claims Arising From and After the Petition Date Through and Including January 14, 2025, (II) Approving the Administrative Expense Claim Request Form, (III) Approving Form and Manner of Notice of the Initial Administrative Expense Claims Bar Date, and (IV) Granting Related Relief* [Docket No. 629]. On February 3, 2025, the Bankruptcy Court entered an order [Docket No. 667] establishing March 10, 2025 at 5:00 p.m. (prevailing Eastern Time) as the deadline by which any person or entity must assert an administrative expense claim under section 503(b) of the Bankruptcy Code (other than section 503(b)(9)) arising from and after the Petition Date through and including January 14, 2025. As of the date hereof, approximately sixty-one requests for administrative expense claims in the total amount of approximately \$6.63 million have been filed in the Chapter 11 Cases. The Debtors have not yet analyzed or reconciled such claims.

As expressly set forth in the Final DIP Order, notwithstanding any subsequent order of the Bankruptcy Court, including the Bar Date Orders, neither the DIP Lender nor the Prepetition

Secured Parties were required to file proofs of claim or requests for administrative expenses with respect to any of the DIP Obligations, Adequate Protection Obligations or Prepetition Secured Obligations (each as defined in the Final DIP Order). *See* Final DIP Order ¶ 28.

I. De Minimis Asset Sales

On October 1, 2024, the Debtors filed a motion for entry of an order authorizing and approving expedited procedures for the sale or abandonment of certain *de minimis* assets [Docket No. 150] (the “***De Minimis Asset Sale Motion***”). The relief requested in the *De Minimis Asset Sale Motion* was approved by the Bankruptcy Court on October 15, 2024 [Docket No. 239], and the Debtors subsequently sold and abandoned certain assets through the approved procedures.

J. The Sale Process

In early 2024, the Company’s board of directors determined to evaluate restructuring alternatives, including a process to sell the Company, either as a whole or by product offerings (*i.e.*, content delivery, Uplynk, and Apps). Beginning in June 2024, the Company launched a marketing process, in connection with which TD Cowen contacted 43 potential investors, including 34 potential strategic buyers and 9 potential financial sponsors. Of those, 14 signed confidentiality agreements. During this same period, the Company engaged in negotiations with Lynrock regarding a stalking horse bid for all or substantially all of the Company’s assets (the “***Stalking Horse Bid***”). Ultimately, in consultation with their other advisors, the Debtors determined that the Stalking Horse Bid was the best and the only actionable proposal received through the prepetition marketing process, and the Debtors negotiated the terms of that certain Asset Purchase Agreement, dated as of September 9, 2024, by and among Edgio, Inc. and Lynrock Lake Star LLC (the “***Stalking Horse Agreement***”).

In parallel with the prepetition marketing process, TD Cowen worked with the Debtors and their other advisors to develop proposed bidding procedures to maximize the value of the Debtors’ estates in these Chapter 11 Cases. The Bidding Procedures contemplated that the Stalking Horse Bid would serve as a floor for potential bids in the Chapter 11 Cases and established timelines to best position the Debtors to maximize the value of their assets and minimize damage to the business – balancing the need to sell the Debtors’ assets efficiently to minimize business deterioration against the need to provide adequate time for potential bidders to conduct, or continue to conduct, any incremental due diligence and submit bids.

On the Petition Date, the Debtors filed the *Motion of Debtors for Entry of an Order (I) Approving (A) Bidding Procedures for the Sale of All or Substantially All of the Debtors’ Assets, (B) the Expense Reimbursement, (C) Assumption and Assignment Procedures, (D) Form and Manner of Notice of Sale Hearing, Assumption Procedures and Auction Results, (E) the Debtors’ Entry into One or More Asset Purchase Agreements, (F) Sale(s) of Assets Free and Clear of All Encumbrances, and (G) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Scheduling Certain Dates and Deadlines, and (III) Granting Related Relief* [Docket No. 34] (the “***Bidding Procedures Motion***”) with the Bankruptcy Court, seeking, among other things, entry of an order, among other things, approving the bidding procedures that were attached as Exhibit 1 to the proposed Bidding Procedures Order (the “***Bidding Procedures***”). On September 30, 2024, the Bankruptcy Court entered an order [Docket No. 141] (the “***Bidding***”).

Procedures Order”) approving, among other things, bidding procedures and related deadlines in connection with the sale of the Debtors’ assets.

The assets subject to sale included each of the Debtors’ three primary business segments, including (i) the Apps & Security Business Assets, (ii) the Network Assets, (iii) the Uplynk/Media Business Assets (each as defined in the Bidding Procedures), and (iv) the Debtors’ portfolio of patents.

On November 13, 2024, pursuant to the Bidding Procedures Order, the Debtors conducted the Auction (as defined in the Bidding Procedures) for their assets, and at the conclusion thereof, the Debtors selected three different bidders as the successful bidders (collectively, the “**Successful Bidders**”) for three separate lots of assets. The efforts to exceed the stalking horse bid were successful, as the cumulative amount paid by the three successful bidders was materially in excess of the stalking horse bid. *See* Docket Nos. 376, 378 & 380.

On November 26, 2024, the Bankruptcy Court entered the order [Docket No. 429] (the “**Akamai Sale Order**”) approving the sale of the Apps & Security Business Assets and the Network Assets to Akamai Technologies, Inc. (“**Akamai**”). Consistent with the Akamai Sale Order, the Debtors entered into a transition services agreement (the “**TSA**”)⁹ with Akamai in connection with the closing of the sale of such assets to Akamai. As of January 14, 2025, the transition period under the TSA concluded.

On November 26, 2024, the Bankruptcy Court entered the order [Docket No. 434] (the “**Uplynk Sale Order**”) approving the sale of the Uplynk/Media Business Assets to Lynrock Lake Star LLC. As further discussed in Article VI herein, pursuant to paragraph 4 of the Uplynk Sale Order, Lynrock has elected to acquire the equity interests in one more of the Reorganized Debtors through the Plan rather than purchase the Uplynk related assets pursuant to section 363 of the Bankruptcy Code. In accordance with such election, Lynrock has agreed to consummate the Restructuring Transactions, as discussed in Section 5.5 of the Plan.

On December 2, 2024, the Bankruptcy Court entered the order [Docket No. 465] (the “**InterDigital Sale Order**”) approving the sale of the Debtors’ portfolio of patents to DRNC Holdings, Inc. (an affiliate of InterDigital, Inc.) (“**InterDigital**”). On December 20, 2024, InterDigital filed a motion [Docket No. 499] (the “**Motion to Compel**”) to enforce the InterDigital Sale Order. The Debtors filed an objection [Docket No. 556] (the “**Objection**”) to the Motion to Compel. After negotiations, the Debtors and InterDigital agreed to resolve the Motion to Compel and the Objection through (a) the execution of a term sheet, (b) delivery of certain required documents under the Patent Purchase Agreement (as defined in the InterDigital Sale Order), and (c) acknowledgment of the closing of the Sale pursuant to the Patent Purchase Agreement and the InterDigital Sale Order. *See* Docket Nos. 584 & 590.

⁹ A copy of the TSA was attached to the *Second Supplemental Notice of Successful Bidder and Backup Bidder with Respect to the Auction of the Apps & Security Business Assets and the Network Assets* [Docket No. 391] as **Exhibit 2** thereto.

K. The Private Sale

Because Akamai, as the winning bidder of the Debtors' Apps & Security Business Assets and the Network Assets, elected not to purchase the physical equipment associated with the Debtors' content delivery network, the Debtors actively sought to liquidate these residual assets since the Auction held on November 13, 2024. In connection with such liquidation, the Debtors entered into certain transaction agreements with Parler Cloud Technologies, LLC ("**Parler**") and an affiliate of Encore Technologies ("**Encore**") for the sale of certain of the Debtors' remaining network and IP assets (the "**Private Sale**"). The Bankruptcy Court approved the sale of such assets to Parler and Encore on February 7, 2025 (the "**Private Sale Order**"). *See* Docket No. 699.

Pursuant to the Private Sale Order, within fifteen days after entry of the Private Sale Order, the Debtors were required to pay Equinix certain amounts in full satisfaction of Equinix's claims against the Debtors through January 2025. As set forth on the record of the hearing held on March 6, 2025, while the Debtors processed the required payment, a small amount of the payment was not received by Equinix in certain foreign countries due to reasons outside of the Debtors' direct control. Parler has exercised its right under the Private Sale Order to cure the missing payment. The Debtors have agreed to reimburse Parler for advancing such cure payment by deducting the advanced amount from the purchase price owed by Parler to the Debtors. Accordingly, the purchase price in connection with the sale to Parler has not changed. To avoid double-payment to Equinix from both the Debtors and Parler, the Debtors are in the process of cancelling the initial payment. The Debtors have provided notice to Equinix about the potential double-payment, and to the extent that any double-payment occurs, the Debtors expect that Equinix will promptly refund the overpayment to the Debtors.

As further set forth on the record of the hearing held on March 6, 2025, Encore inadvertently removed certain equipment that was sold to Parler from the Debtors' facilities. The Debtors notified Encore of this fact, and Encore has agreed to promptly return and reinstall the equipment.

L. The Recycling Order

Despite the asset sales, the Debtors still possess certain network hardware and equipment (the "**Remaining Hardware & Network Equipment**") that the Debtors are not currently using and do not anticipate using in the future. As part of the sale to Akamai, the Debtors are required to decommission the content delivery network. The Debtors have obligations pursuant to various state and local foreign laws to ensure that all potentially private and personal information ("**PII**") is removed from the Remaining Hardware & Network Equipment. To accomplish this, the Debtors have engaged with certain recycling companies to assist them with the sanitization and decommissioning of the Remaining Hardware & Network Equipment. On March 3, 2025, the Bankruptcy Court entered an order authorizing the Debtors to enter into the recycling agreements with the relying companies. *See* Docket No. 776.

M. Exclusivity

Section 1121(b) of the Bankruptcy Code provides for a period of 120 days after the commencement of a chapter 11 case during which time a debtor has the exclusive right to file a

plan of reorganization (the “*Exclusive Filing Period*”). In addition, section 1121(c)(3) of the Bankruptcy Code provides that if a debtor files a plan within the Exclusive Plan Period, it has a period of 180 days after commencement of the chapter 11 case to obtain acceptances of such plan (the “*Exclusive Solicitation Period*”). The Debtors’ initial Exclusive Filing Period and initial Exclusive Solicitation Period would have expired on January 7, 2025 and March 10, 2025, respectively. On January 9, 2025, the Bankruptcy Court entered an order [Docket No. 592], extending the Exclusive Filing Period and Exclusive Solicitation Period through and including April 7, 2025 and June 9, 2025, respectively, and on April 24, 2025, the Bankruptcy Court entered an order [Docket No. 922], further extending the Exclusive Filing Period and Exclusive Solicitation Period through and including June 16, 2025 and June 30, 2025, respectively.

N. Motion to Authorize Shareholder Consents to Local Proceedings of Non-Debtor Subsidiaries

On April 15, 2025, the Debtors filed a motion for entry of an order authorizing the Debtors to take all actions reasonably necessary to (a) effectuate the dissolution of Edgio France S.à r.l. under the laws of France, (b) initiate and conduct a bankruptcy proceeding under Dutch law for Edgio Netherlands B.V., and (c) effectuate any other appropriate local proceedings for the Debtors’ wholly-owned subsidiaries [Docket No. 897] (the “*Non-Debtor Subsidiary Motion*”). The relief requested in the Non-Debtor Subsidiary Motion was approved by the Bankruptcy Court on [___], 2025 [Docket No. ___].

O. The Global Settlement

The Debtors, the Committee and Lynrock engaged in good faith and arm’s length negotiations culminating in the parties’ entry into the Global Settlement. The Global Settlement resolved, among other things, the Committee’s Challenge rights and any formal or informal objections raised by the Committee in connection with the Bidding Procedures Motion. The Global Settlement paved the path to the Plan and addressed the uncertainties the Debtors had entering the Chapter 11 Cases.

The Global Settlement includes the following summarized terms and conditions more fully described in the Plan Term Sheet, Sections 5.8(c) and (d) of the Plan, and Sections VI.D.viii.c and VI.D.viii.d of the Disclosure Statement:

1. The Plan provides for the establishment of a post-confirmation Liquidating Trust.
2. The Liquidating Trust shall be authorized and empowered to pursue Liquidating Trust Causes of Action, including: (i) D&O Claims against D&O’s that are not Released Parties under the Plan; (ii) Designated Litigation Claims (other than D&O Claims) set forth in Section 74.1 of Official Form 206 of Edgio, Inc.; (iii) Auditor Claims against any of the Debtors’ current or former accountants and auditors; and (iv) Avoidance Actions Claims, other than those assertable against Lynrock or the Prepetition Agent, or related to the DIP Obligations or the Prepetition Secured Obligations (all of which shall be waived and released).

3. The Liquidating Trust shall receive \$1 million in Initial Liquidating Trust Funding to fund administrative operations for the benefit of Lynrock and the Holders of Allowed General Unsecured Claims as set forth in the Plan.
4. The Liquidating Trust shall receive \$5 million in GUC Recovery Pool Initial Trust Funding to fund certain Liquidating Trust expenses and all Liquidating Trust GUC Expenses (as set forth in the Plan) and to fund distributions for the benefit of Holders of Allowed General Unsecured Claims.
5. Liquidating Trust Distributable Proceeds from the Auditor Claims and D&O Claims shall be shared 50% for the benefit of Lynrock and 50% for the benefit of Holders of Allowed General Unsecured Claims.
6. Liquidating Trust Distributable Proceeds from the Designated Litigation Claims shall be shared 70% for the benefit of Lynrock and 30% for the benefit of Holders of Allowed General Unsecured Claims.
7. The Avoidance Action Claims shall be controlled by the Liquidating Trust, and if any such actions are pursued, net proceeds shall be for the sole benefit of Holders of Allowed General Unsecured Claims.
8. To the extent there are any proceeds from sales of any of the Debtors' assets that were not sold pursuant to the Sale Orders and that are executed prior to the Effective Date, Lynrock shall receive 90% of the net proceeds of such sales and the Liquidating Trust shall receive 10% of the net proceeds of such sales for the benefit of the Holders of Allowed General Unsecured Claims.
9. Lynrock shall receive 100% of the New Equity Interests.
10. Lynrock's and the Prepetition Agent's respective claims against the Debtors' estates shall be Allowed as follows:
 - a. All DIP Obligations (including all principal, interest, expenses, fees, premiums and other amounts payable under the DIP Documents) shall be allowed;
 - b. The Prepayment Premium/Make-Whole Amount (as defined in the Prepetition Junior Term Loan Credit Agreement) shall be allowed in the amount of \$20 million; and
 - c. The Prepetition Junior Secured Notes Obligations shall be allowed in the amount of \$140,971,311.36.
11. In the event all Allowed Lynrock Claims are paid in full from the Lynrock sources of value provided for in the Plan, the Prepetition Agent (for the benefit of Lynrock, as beneficial holder of 100% of the Prepetition Junior Secured Notes Obligations) shall be entitled to payment of all postpetition interest (at the default rate) due under

the Prepetition Junior Secured Notes Documents from such Lynrock sources of value.

12. Lynrock and the Prepetition Agent (as directed by Lynrock, as Holder of 100% of the Prepetition Junior Secured Notes Obligations) will agree to waive any deficiency claims that would otherwise entitle them to receive distributions as a holder of a General Unsecured Claim in Class 4 under the Plan.
13. The Plan shall provide for the consolidation of the Debtors' estates for administrative/distribution purposes.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates the Global Settlement set forth in the Plan Term Sheet, subject to certain modifications agreed to by the Debtors, Lynrock and the Committee, which are set forth in the Plan and described above. The Global Settlement is an integral component of the Plan and is necessary to achieve a beneficial resolution of the Chapter 11 Cases for all parties in interest. The Plan and the Disclosure Statement shall be deemed to constitute a motion pursuant to Bankruptcy Rule 9019, seeking approval of the Global Settlement, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's (i) approval of such motion and each of the compromises and settlements that comprise the Global Settlement and (ii) finding that the compromises and settlements are fair and equitable, within the range of reasonableness, in the best interests of the Debtors, their Estates, their Creditors, and other parties-in-interest.

Section 105 of the Bankruptcy Code provides in pertinent part that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a). Bankruptcy Rule 9019(a) provides that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Before approving a settlement under Bankruptcy Rule 9019, a court must determine that the proposed settlement is in the best interests of the debtor's estate. *See Myers v. Martin (In re Martin)*, 91 F.3d 389, 394 (3d Cir. 1996); *In re Marvel Ent. Grp., Inc.*, 222 B.R. 243, 249 (D. Del. 1998) ("[T]he ultimate inquiry is whether 'the compromise is fair, reasonable, and in the interest of the estate.'"). In evaluating the reasonableness of a proposed settlement, a court must consider the following four factors: (i) the probability of success in litigation; (ii) the likely difficulties in collection; (iii) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (iv) the paramount interest of the creditors. *See Martin*, 91, F.3d at 393; *Depositor v. Mary M. Holloway Found.*, 36 F.3d 582, 587 (7th Cir. 1994). Settlements should only be rejected if they fall "below the lowest point in the range of reasonableness." *Cossoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983) (citing *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)).

The Debtors believe that the Global Settlement represents a fair and reasonable settlement of various issues relating to the Chapter 11 Cases. In particular, the Global Settlement resolves the Committee's Challenge rights in the Final DIP Order, resolves the formal or informal objections raised by the Committee in connection with the Bidding Procedures Motion, provides for the consensual resolution of the Chapter 11 Cases, and provides a recovery to holders of Allowed General Unsecured Claims in Class 4. Absent the Global Settlement and the agreement by Lynrock to, among other things, modify the Approved Budget to provide sufficient funding for

the Debtors to operate their business and administer the Chapter 11 Cases through the Effective Date, there is substantial risk that holders of Allowed General Unsecured Claims would not receive any recovery on account of their claims. Accordingly, the Debtors believe that the Global Settlement is fair, reasonable, in the best interests of the Debtors' Estates and should be approved.

P. The Designated Litigation

As discussed in Article III.B above, as a result of the restatement of the financial statements, Edgio was unable to file its annual report (Form 10-K) for 2022 until June 29, 2023—approximately three months after the normal deadline. Likewise, Edgio's subsequent quarterly reports were filed late with the SEC. The ensuing series of events—including an avoidable delisting from the Nasdaq Global Select Market—ultimately led to a Fundamental Change and Make-Whole Fundamental Change under the indenture governing the Unsecured Notes that granted the lenders thereunder the right to redeem the Unsecured Notes at par plus accrued. Given the Company's limited liquidity and inability to raise additional financing outside of its existing capital structure under the timeline dictated by the Fundamental Change and Make-Whole Fundamental Change, the Company was ultimately forced to negotiate with Lynrock, ultimately entering into the Prepetition Junior Term Loan Credit Agreement and exchanging the Unsecured Notes into new secured notes under the Prepetition Junior Secured Notes Indenture.

Prior to the Petition Date, the Debtors engaged Reid Collins to investigate and potentially litigate claims and causes of action in connection with these events (the “*Designated Litigation*”). The Debtors and certain potential defendants are engaged in negotiation and mediation in an effort to settle the Designated Litigation.

Approximately one month following the Company's entry into the Prepetition Junior Term Loan Credit Agreement, the Company's public accounting firm resigned its audit engagement for fiscal 2023, which required the Company to identify and engage a new audit firm. The transition to the new audit firm occurred late in the normal auditing process, and the onboarding of a new audit team required considerable time. As a result, the Company was unable to file a timely annual report for the 2023 fiscal year by March 15, 2024. These delays in public financial reporting triggered defaults and events of default under the Prepetition Junior Term Loan Credit Agreement and the Prepetition Junior Secured Notes Indenture. The Company obtained a temporary waiver from Lynrock under the Prepetition Junior Term Loan Credit Agreement for certain untimely financial reporting (which the Company subsequently defaulted as a result of its failure to file financial reports by the extended deadline).

The Debtors also intend to amend the scope of their engagement agreement with Reid Collins to investigate and potentially litigate claims and causes of action relating to (i) the Debtors' current or former accountants and auditors (the “*Auditor Litigation*”) and (ii) the prepetition acts and omissions of certain of the Company's current and former directors and officers that are not being released pursuant to the Plan (the “*D&O Investigation*”). The Debtors intend to file a notice of entry into the postpetition engagement agreement with the Bankruptcy Court in advance of the Confirmation Hearing.

V.
PENDING LITIGATION

A. The Securities Litigations

On April 24, 2023, Mehran Esfandiari, individually and on behalf of all others similarly situated, commenced the securities litigation that is now captioned *Peter Frouws, et al. v. Edgio, Inc., et al.*, Case No. 2:23-cv-00691-DJH (the “**Securities Litigation**”) against Edgio, Inc. and certain individuals in the United States District Court for the District of Arizona. On November 3, 2023, Peter Frouws was appointed as the lead plaintiff in the Securities Litigation.

Additionally, multiple stockholder derivative actions have been filed against certain individual defendants in the United States District Court for the Eastern District of New York. These have been consolidated under the caption *In re Edgio, Inc. Derivative Litig.*, Case No. 1:23-cv-06323-ENV-JAM.

B. The California Action

On October 29, 2024, Jason Meinzer (“**Mr. Meinzer**”) filed the *Motion of Jason Meinzer for Relief From the Automatic Stay and for Mandatory Abstention* [Docket No. 317] (the “**Stay Motion**”) seeking relief from the automatic stay to permit Mr. Meinzer to continue with litigation against the Debtors and a non-debtor that was pending in the Superior Court of California, County of Los Angeles (the “**California Court**”), captioned *Jason Meinzer v. Edgio, Inc., Edgecast Inc. and Amit Reddy*, Case No. 23STCV24182 (the “**California Action**”). Pursuant to the *Order Approving Stipulation for Resolution of Jason Meinzer’s Motion for Relief from the Automatic Stay* [Docket No. 602] (the “**Meinzer Order**”), the Bankruptcy Court approved a stipulation resolving the Stay Motion and granting Mr. Meinzer relief from the automatic stay to prosecute to a final non-appealable judgment or settlement the California Action in the California Court. As part of the Meinzer Order, Mr. Meinzer agreed not to recover on any proof of claim against the Debtors’ estates and instead to limit recovery to any applicable insurance proceeds.

C. Washington State Tax Appeal

On or about November 6, 2019 (Determination Number 19-0285R) and July 28, 2020 (Determination Number 19-0285R), the Washington State Department of Revenue (the “**WA Department of Revenue**”) determined that Edgio (formerly known as Limelight Networks, Inc.) owed retail sales tax imposed under RCW 82.08.020 in the approximate amount of \$808,609.00 based on activities which occurred between January 1, 2011 through December 31, 2015. Edgio appealed the WA Department of Revenue’s determinations (the “**Tax Appeal**”) to the Board of Tax Appeals for the State of Washington (the “**Tax Board**”). In relation to the Tax Appeal, Edgio obtained one (1) surety bond under Bond Number EACX4007923 (defined in the Plan as the “**Surety Bond**”) from the Surety. The Surety Bond is a “**Stay Bond**” pursuant to RCW 82.32.200 listing Edgio as the Principal and the WA Department of Revenue as the obligee under the Bond. On or about January 8, 2025, the Tax Board issued a Revised Final Decision on the Tax Appeal whereby the Tax Board reversed Determination Number 19-0285 and 19-2085R, and remanded to the WA Department of Revenue to revise the assessment in accordance with the Revised Final Decision. The Revised Final Decision does not state how much in retail sales taxes Edgio now

owes as a result of the Revised Final Decision (the “*Tax Debt*”), and the Tax Debt has not been liquidated.

VI. SUMMARY OF PLAN

This Article of the Disclosure Statement summarizes the Plan. This summary is qualified in its entirety by reference to the Plan.

A. Administrative Expense and Priority Claims

i. Administrative Expense Claims

Requests for Administrative Expense Claims must be Filed by no later than (i) the Initial Administrative Expense Claim Bar Date or (ii) the Final Administrative Expense Bar Date, as and to the extent applicable to such Administrative Expense Claim. Nothing in the Plan shall extend or be deemed to extend the deadline of November 19, 2024, previously fixed by a Bar Date Order for filing Claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code.

Unless otherwise agreed to by the Holders of an Allowed Administrative Expense Claim and the Debtors or the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Expense Claim (other than Holders of DIP Claims, Professional Fee Claims, Restructuring Expenses and Claims for fees and expenses pursuant to section 1930 of the Judicial Code) will receive in full and final satisfaction of its Administrative Expense Claim an amount of Cash equal to the amount of such Allowed Administrative Expense Claim in accordance with the following: (1) if an Administrative Expense Claim is Allowed as of the Effective Date, on the Effective Date (or, if not then due, when such Allowed Administrative Expense Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Expense Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which such Administrative Expense Claim is Allowed (whether by settlement or by entry of a Final Order), or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Expense Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Expense Claim without any further action by the Holder of such Allowed Administrative Expense Claim; or (4) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

Holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims that do not file and serve such a request by the applicable Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, or the property of any of the foregoing, and such Administrative Expense Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized Debtors or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

ii. **Professional Fee Claims.**

(a) All Professionals seeking an award by the Bankruptcy Court of Professional Fee Claims shall file and serve on the Debtors and/or the Reorganized Debtors, and such other Persons who are designated by the applicable Bankruptcy Rules, the Confirmation Order, the Interim Compensation Order, or any other applicable order of the Bankruptcy Court, on or before the date that is forty-five days after the Effective Date, their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred from the Petition Date through the Effective Date. Objections to any Professional Fee Claims must be filed and served on the Reorganized Debtors, the Committee, the U.S. Trustee, Lynrock, and the requesting party no later than twenty-one calendar days after the filing of the final applications for compensation or reimbursement (unless otherwise agreed by Lynrock, the Debtors or the Reorganized Debtors, as applicable, and the party requesting compensation of a Professional Fee Claim).

(b) On or before the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account and fund such Professional Fee Escrow Account with cash equal to the Professionals' good faith estimates of their actual, unpaid Professional Fee Claims as of the Effective Date; provided that the Professionals shall deliver such good faith estimate to the Debtors no later than three Business Days prior to the Effective Date. Funds held in the Professional Fee Escrow Account shall not be considered property of the Estates or property of the Liquidating Trust; *provided, however*, that the Reorganized Debtors shall have a reversionary interest in the Professional Fee Escrow Account to the extent funds in the Professional Fee Escrow Account exceed the Allowed amount of all Professional Fee Claims. The Professional Fee Escrow Account shall be maintained in trust for the Professionals and for no other Person or Entity until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fee Claims shall be paid in full in Cash, in such amounts as are Allowed by order of the Bankruptcy Court (i) within three Business Days of the date upon which an order relating to any such Allowed Fee Claim is entered or (ii) on such other terms as may be mutually agreed upon between the Holder of such an Allowed Professional Fee Claim and the Debtors, Reorganized Debtors, and/or the Liquidating Trust, as applicable. To the extent funds held in the Professional Fee Escrow Account are insufficient to satisfy the amount of Allowed Professional Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Expense Claim for any such deficiency. When all Allowed Professional Fee Claims have been paid in full to the applicable Professionals pursuant to one or more orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall promptly be transferred to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other entity.

(c) Except as otherwise specifically provided in the Plan, on and after the Effective Date, the Reorganized Debtors shall pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to negotiation, implementation and consummation of the Plan incurred by such Debtors or Reorganized Debtors (as applicable) on or after the Effective Date in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors shall pay, within ten (10) Business Days after submission of a detailed invoice to the Reorganized Debtors, such reasonable Claims for compensation or reimbursement of expenses incurred by the Debtor Professionals. From and

after the Effective Date, any requirement that Debtor Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and each Reorganized Debtor may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

iii. Priority Tax Claims

Except to the extent a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive from the Debtors or the Reorganized Debtors, in full and final satisfaction of such Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim on the Effective Date or as soon as practicable thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall otherwise be paid in the ordinary course of business or under applicable non-bankruptcy Law as such obligations become due.

iv. DIP Claims

On the Effective Date, all DIP Claims shall be deemed Allowed in the full amount of DIP Obligations outstanding as of the Effective Date, including, without limitation, all principal, interest, fees, premiums, and expenses under the DIP Facility.

All DIP Claims that have not been satisfied as of the Effective Date shall be treated as Allowed Class 3 Lynrock Claims under the Plan, consistent with the Global Settlement and Section 4.3 of the Plan.

v. Restructuring Expenses

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with the Plan, without any requirement to file a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three Business Days before the anticipated Effective Date; provided, however, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. At least three Business Days prior to the Effective Date, summary invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses related to the implementation, consummation, and defense of the Plan, whether incurred before, on or after the Effective Date.

B. Classification of Claims and Interests**i. Classification in General**

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided that* a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Allowed Claim or Allowed Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

ii. Grouping of Debtors for Convenience Only

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making distributions in accordance with the Plan in respect of Claims against and Interests in the Debtors under the Plan.

iii. Summary of Classification

The following table designates the Classes of Claims against and Interests in each of the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Priority Tax Claims, and DIP Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Section 3.6 of the Plan.

Class	Designation	Treatment	Entitled to Vote
1	Other Secured Claims	Unimpaired	No (Presumed to Accept)
2	Other Priority Claims	Unimpaired	No (Presumed to Accept)
3	Lynrock Claims	Impaired	Yes
4	General Unsecured Claims	Impaired	Yes
5	Intercompany Claims	Unimpaired / Impaired	No (Presumed to Accept/Deemed to Reject)
6	Subordinated Claims	Impaired	No (Deemed to Reject)
7	Edgio Interests	Impaired	No (Deemed to Reject)
8	Intercompany Interests	Unimpaired / Impaired	No (Presumed to Accept/Deemed to Reject)

iv. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors, the Reorganized Debtors, the Liquidating Trust or any other party, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

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

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of confirmation by acceptance of the Plan by the Class entitled to vote pursuant to Article IV of the Plan. The Debtors 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 (with the consent of Lynrock and the Committee, which consent shall not be unreasonably withheld) in accordance with Section 12.6 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 of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

vi. **Elimination of Vacant Classes**

Any Class of Claims against or Interests in a Debtor that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan of such Debtor for purposes of voting to accept or reject such Debtor's Plan, and disregarded for purposes of determining whether such Debtor's Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims or Interests in such Class.

vii. **Intercompany Interests**

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience.

viii. **Controversy Concerning Impairment**

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

C. **Treatment of Claims and Interests**

i. **Other Secured Claims (Class 1)**

a) *Classification:* Class 1 consists of Other Secured Claims.

b) *Treatment:* Except to the extent a Holder of an Allowed Other Secured Claim against any of the Debtors agrees to a less favorable treatment of such Claim, in full and final satisfaction of such Allowed Other Secured Claim, each Holder of an allowed Other

Secured Claim shall receive from the Debtors or the Reorganized Debtors (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten Business Days after the date on which such Other Secured Claim becomes an allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter or (ii) such other treatment that is acceptable to Lynrock and that renders such Holder's Allowed Other Secured Claim Unimpaired.

c) *Voting:* Class 1 is Unimpaired, and the Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Other Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to Other Secured Claims.

ii. Other Priority Claims (Class 2)

a) *Classification:* Class 2 consists of the Other Priority Claims.

b) *Treatment:* Except to the extent a Holder of an Allowed Other Priority Claim against any of the Debtors agrees to a less favorable treatment of such Claim, in full and final satisfaction of such Allowed Other Priority Claim, each Holder of an allowed Other Priority Claim shall, at the option of the Debtors, (i) be paid by the Debtors or the Reorganized Debtors in full in Cash, or (ii) otherwise receive treatment from the Debtors or the Reorganized Debtors consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code and otherwise acceptable to Lynrock, payable on the later of the Effective Date and the date that is ten Business Days after the date on which such Other Priority Claim becomes an allowed Other Priority Claim, in each case, or as soon as reasonably practicable thereafter.

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

iii. Lynrock Claims (Class 3)

a) *Classification:* Class 3 consists of the Lynrock Claims.

b) *Allowance:* In accordance with the Global Settlement, the Lynrock Claims shall be Allowed in the amount of (i) \$160,971,311.36 (comprised of the \$20 million of Prepetition Junior Term Loan Claims and \$140,971,311.36 of Prepetition Junior Secured Notes Claims) and (ii) all outstanding DIP Claims.

c) *Treatment:* On the Effective Date, in full satisfaction of all Allowed Lynrock Claims (including any "diminution in value" claims and any deficiency claims, which Lynrock and the Prepetition Agent (as directed by Lynrock, as holder of 100% of the Prepetition Junior Secured Notes Obligations) have agreed to waive and release) that have not been satisfied as of the Effective Date, each Holder of an Allowed Lynrock Claim shall receive its pro rata share of:

- i. The New Term Loans;
- ii. 100% of the New Equity Interests;¹⁰
- iii. 90% of any Remaining Sale Proceeds; and
- iv. Class A Liquidating Trust Interests, which shall entitle the Holders of Lynrock Claims to the following distributions:
 - a. 70% of the Liquidating Trust Distributable Proceeds from any Designated Litigation Claims;
 - b. 50% of the Liquidating Trust Distributable Proceeds from any D&O Claims; and
 - c. 50% of the Liquidating Trust Distributable Proceeds from any Auditor Claims.

Consistent with the Global Settlement, in the event the Allowed Lynrock Claims are paid in full from the recoveries as provided in Section 4.3 of the Plan, the Prepetition Agent (for the benefit of Lynrock, as beneficial holder of 100% of the Prepetition Junior Secured Notes Obligations) shall be entitled to payment of all postpetition interest (at the contractual default rate) due under the Prepetition Junior Secured Notes Documents from such recoveries, to be paid in accordance with the terms of the Prepetition Junior Secured Notes Indenture.

For the avoidance of doubt and consistent with the Global Settlement, as of the Effective Date, Lynrock and the Prepetition Agent (as directed by Lynrock, as Holder of 100% of the Prepetition Junior Secured Notes Obligations) agree to waive any “diminution in value” Claims or deficiency Claims that would otherwise entitle Lynrock and/or the Prepetition Agent to receive distributions as a Holder of an Allowed General Unsecured Claim in Class 4.

d) *Voting:* Class 3 is Impaired, and the Holders of the Lynrock Claims in Class 3 are entitled to vote to accept or reject the Plan.

iv. General Unsecured Claims (Class 4)

a) *Classification:* Class 4 consists of the General Unsecured Claims, excluding, for the avoidance of doubt, any portion of the Lynrock Claims.

b) *Treatment:* On the Effective Date, except to the extent a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge, each Holder of an Allowed General

¹⁰ The New Equity Interests distributed on account of the Allowed DIP Claims, Prepetition Junior Term Loan Claims, and/or Prepetition Junior Secured Notes Claims shall be determined by dividing the amount of the Allowed DIP Claims, Prepetition Junior Term Loan Claims, and/or Prepetition Junior Secured Notes Claims, as applicable, by the aggregate amount of Allowed Lynrock Claims, and the Holders of such Allowed Claims shall receive a corresponding percentage of the total New Equity Interests to be distributed, based on the Plan Equity Value.

Unsecured Claim shall receive its Pro Rata share of Class B Liquidating Trust Interests, which interests shall entitle such Holder of an Allowed General Unsecured Claim to its Pro Rata distribution from the GUC Recovery Pool after payment of all Liquidating Trust Expenses and Liquidating Trust GUC Expenses.

c) **Voting:** Class 4 is Impaired, and the Holders of General Unsecured Claims in Class 4 are entitled to vote to accept or reject the Plan.

v. **Intercompany Claims (Class 5)**

a) *Classification:* Class 5 consists of the Intercompany Claims.

b) *Treatment:* On the Effective Date, for administrative purposes only, all Intercompany Claims shall be adjusted, reinstated, or discharged as determined by the Debtors in consultation with Lynrock; *provided* such Intercompany Claims shall not be entitled to any recovery under the Plan.

c) *Voting:* Class 5 is either (i) Unimpaired and such Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and such Holders are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims.

vi. **Subordinated Claims (Class 6)**

a) *Classification:* Class 6 consists of Subordinated Claims.

b) *Treatment:* On the Effective Date, all subordinated claims, if any, shall be discharged, cancelled, released, and extinguished, and will be of no further force or effect, and Holders of allowed subordinated claims shall not be entitled to any recovery.

c) *Voting:* Class 6 is Impaired, and the Holders of Subordinated Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Subordinated Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Subordinated Claims.

vii. **Edgio Interests (Class 7)**

a) *Classification:* Class 7 consists of Edgio Interests.

b) *Treatment:* On the Effective Date, Edgio Interests shall be cancelled, released, and extinguished and will be of no further force or effect, whether surrendered for cancellation or otherwise, and each Holder of an Edgio Interest shall not be entitled to any recovery.

c) *Voting:* Class 7 is Impaired, and the Holders of Edgio Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy

Code. Holders of Edgio Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Edgio Interests.

viii. Intercompany Interests (Class 8)

- a) *Classification:* Class 8 consists of Intercompany Interests.
- b) *Treatment:* On the Effective Date, for administrative purposes only, all Intercompany Interests shall be adjusted, reinstated, or discharged as determined by the Debtors in consultation with Lynrock; provided such interests shall not be entitled to any recovery.
- c) *Voting:* Class 8 is either (i) Unimpaired and such Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and such Holders are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Interests.

D. Means for Implementation

i. Substantive Consolidation

The Debtors' Estates will be consolidated for administrative purposes related to the Plan, including for purposes of (1) implementing the Plan, (2) voting, and (3) calculating and making distributions under the Plan. Entry of the Confirmation Order shall constitute approval by the Bankruptcy Court of such substantive consolidation of the Debtors and their respective Estates for all purposes relating to the Plan and the Liquidating Trust Agreement.

On the Effective Date: (1) all guarantees or responsibility of one Debtor of the obligations of any other Debtor will be eliminated, and all guarantees or responsibility executed by multiple Debtors of the obligations of any other Entity will be consolidated into a single obligation, so that any Claims against any Debtor and any guarantee or responsibility thereof executed by any other Debtor and any joint or several liability of any of the Debtors will be one obligation of the Debtors; and (2) each and every timely Claim filed or to be filed in the Chapter 11 Case of any Debtor will be deemed filed against, and will (to the extent valid against any Debtor) be a single obligation of, the Debtors. This consolidation will not affect (a) the vesting of any of the Debtors' assets in the Liquidating Trust or in any specific Reorganized Debtor; (b) the right to distributions from any Insurance Policies or proceeds of the policies; (c) any Liens granted or arising at any time prior to the Effective Date or the priority of those Liens; (d) any Causes of Action, including the Liquidating Trust Causes of Action, or defenses thereto, which in each case shall survive entry of the Confirmation Order as if there had been no consolidation of the Estates in any respect; or (e) the rights of the Debtors, the Reorganized Debtors, or the Liquidating Trust, to contest setoff or recoupment rights alleged by creditors on the grounds of lack of mutuality under section 553 of the Bankruptcy Code and other applicable Law. The Plan shall not result in the merger or otherwise affect the separate legal existence of each Debtor.

Any alleged defaults under any applicable agreement, including Executory Contracts, with the Debtors arising from the administrative substantive consolidation under the Plan shall be deemed cured as of the Effective Date.

Substantive consolidation is an equitable remedy that a bankruptcy court may apply in the cases of affiliated debtors, among other instances. When debtors are substantively consolidated, the assets and liabilities of such debtors are pooled and essentially treated as the assets and liabilities of a single debtor. The United States Court of Appeals for the Third Circuit (the “***Third Circuit Court of Appeals***”), the circuit in which the Chapter 11 Cases are pending, articulated a test in *In re Owens Corning*, 419 F.3d 195 (3d Cir. 2005), for determining whether substantive consolidation is warranted. It held that the party calling for substantive consolidation must prove: (i) that prepetition, the entities to be consolidated disregarded separateness so significantly that their creditors relied on the breakdown of entity borders and treated them as one legal entity or (ii) that postpetition, their assets and liabilities are so scrambled that separating them is prohibitive and hurts all creditors. *Id.* Substantive consolidation is appropriate if either factor is justified. *Id.*

The Debtors believe that the substantive consolidation provided for under the Plan is appropriate under the standards set forth by the Third Circuit Court of Appeals in the *Owens Corning* case for several reasons. First, the Debtors believe that, prepetition, many of their Creditors effectively treated the Debtors as a single entity. Second, the Debtors believe that while they did observe appropriate corporate formalities and separateness during the prepetition period, as a practical matter, the Debtors’ business was operated as an integrated enterprise. Third, given the nominal amount of assets held by certain of the Debtors, and the expense of generating separate chapter 11 plans for each of the Debtors, the Debtors believe that the overall effect of substantive consolidation will be beneficial to the creditors and will allow for greater efficiencies and simplification in administering the Plan. Accordingly, the Debtors believe that the Plan’s substantive consolidation structure is beneficial to the creditors.

ii. General Settlement of Claims

Pursuant to section 1123 of the Bankruptcy Code, the Plan is and shall be deemed a good-faith compromise and settlement of all claims, interests, and controversies belonging to the Debtors that are being settled under the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the compromise or settlement of all such claims, interests, and controversies belonging to the Debtors, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors and their Estates, and is fair, equitable, and reasonable. The compromises, settlements, and releases described in the Plan shall be deemed nonseverable from each other and from all other terms of the Plan. All distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final with respect to such distributions.

iii. The Global Settlement

As of the Effective Date, the Plan, inclusive of the Global Settlement, which is incorporated in the Plan by reference, represents a full, final, integrated, complete, and good-faith compromise, settlement, release, and resolution of, among other matters, disputes and potential litigation among the Debtors, Lynrock, and the Committee. The Global Settlement is a comprehensive, good-faith

compromise and settlement that is the fundamental foundation of the Plan. As such, the Plan shall be deemed a motion to approve the Global Settlement and the good-faith compromise and settlement of the disputes and potential litigation among the Debtors, Lynrock, and the Committee pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute (i) the Bankruptcy Court's approval of the Global Settlement under Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, (ii) a finding by the Bankruptcy Court that the Global Settlement is fair, equitable, reasonable, and in the best interests of each Debtors and its Estate, and (iii) a judicial determination that the Global Settlement is integral to, and not severable from, the Plan.

iv. Plan Implementation

The Plan implements the Global Settlement and the Restructuring Transactions.

Pursuant to paragraph 4 of the Uplynk Sale Order, Lynrock, as the successful bidder for the Acquired Assets (as defined in the Uplynk Sale Order), has elected to acquire the New Equity Interests through the Plan rather than acquire the Acquired Assets (as defined in the Uplynk Sale Order) pursuant to section 363 of the Bankruptcy Code. In accordance with such election, Lynrock has agreed to consummate the Restructuring Transactions, as set forth in Section 5.5 of the Plan.

v. Restructuring Transactions

(a) New Term Loans

On the Effective Date, or as soon as reasonably practicable thereafter, the applicable Reorganized Debtors shall incur the New Term Loans under the New Term Loan Facility and the applicable Reorganized Debtors and their applicable direct and indirect subsidiaries shall provide any guarantees thereof and Liens and security interests to secure the same, on the terms set forth in the New Term Loan Credit Documents. Confirmation of the Plan shall be deemed approval of the New Term Loan Facility (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 the incurrence of the New Term Loans, and the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to incur the New Term Loans and related guarantees, Liens, and security interests, including entrance into the New Term Loan Credit Documents, without further notice to or order of the Bankruptcy Court, and without any further action or approval being required under applicable Law, regulation, order, or rule, or from any boards, directors, managers, officers or stockholders, subject to such modifications as the Reorganized Debtors may deem to be necessary to consummate the New Term Loan Facility.

On the Effective Date, or as soon as reasonably practicable thereafter, all of the Liens and security interests to be granted in accordance with the New Term Loan Credit Documents (a) shall be deemed to be granted, (b) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New Term Loan Credit Documents, (c) shall be deemed automatically perfected on the Effective Date and shall be first-priority Liens subject only to such Liens and security interests as may be expressly permitted under the New Term Loan Credit Documents to have priority over the Liens and security interests securing the obligations under the New Term Loan Facility and (d) shall not be subject to

recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy Law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary (if any) to establish and perfect such Liens and security interests under the provisions of the applicable state, federal or other Law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals and consents shall not be required).

(b) Authorization, Issuance, and Distribution of New Equity Interests.

On and after the Effective Date or as soon as reasonably practicable thereafter, the applicable Reorganized Debtors are authorized to issue, or cause to be issued, and distribute the New Equity Interests in accordance with the terms of Section 4.3 of the Plan without the need for any further corporate, limited liability company, or shareholder action. All of the New Equity Interests distributable under the Plan shall be deemed to be duly authorized, validly issued, and, as applicable, fully paid and non-assessable.

(c) Section 1145 Exemption.

The offer, issuance and distribution of the New Equity Interests to Holders of Lynrock Claims under Section 4.3 of the Plan and the Liquidating Trust Interests (to the extent constituting securities under the Securities Act and other applicable securities law) to the Liquidating Trust Beneficiaries in accordance with Section 5.8 of the Plan, each shall be exempt pursuant to section 1145(a) of the Bankruptcy Code, without further act or action by any Entity, from registration under (i) section 5 of the Securities Act, and all rules and regulations promulgated thereunder and (ii) any Law requiring registration for the offer, issuance or distribution of securities. To the extent section 1145 of the Bankruptcy Code is not applicable, the Reorganized Debtors may rely upon other applicable exemptions from registration.

Under section 1145 of the Bankruptcy Code, any securities issued under the Plan that are exempt from such registration pursuant to section 1145(a) of the Bankruptcy Code other than Liquidating Trust Interests will be unrestricted securities as set forth in section 1145(c) of the Bankruptcy Code and, generally, may be resold without registration under the Securities Act, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (ii) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments, (iii) the restrictions, if any, on the transferability of such securities and instruments, including any restrictions on the transferability under the terms of the New Governance Documents, and (iv) applicable regulatory approvals. For the avoidance of doubt, nothing contained in Section 5.5(c) of the Plan shall modify the terms of Section 5.8 of the Plan.

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

Subject to the occurrence of the Effective Date, the Plan and the Confirmation Order shall be deemed to be legal and binding obligations of the applicable Reorganized Debtors in all respects.

Following the Effective Date, the Reorganized Debtors and any Person or Entity receiving securities under the Plan shall comply with all applicable provisions of the securities Laws.

(d) Officers and Boards of Directors.

(i) On the Effective Date, Lynrock shall appoint the New Board of Reorganized Edgio as well as the directors or managers, as applicable, of each of the other Reorganized Debtors. The composition of the New Board shall be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code.

(ii) Except to the extent a member of the board of directors or managers, as applicable, of a Debtor continues to serve as a director or manager of the respective Reorganized Debtor on and after the Effective Date, the members of the board of directors or managers of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date and each such director or manager will be deemed to have resigned or shall otherwise cease to be a director or manager of the applicable Debtor on the Effective Date.

(iii) Effective as of the Effective Date, each of the directors and managers of the Reorganized Debtors shall have been appointed by Lynrock and shall serve pursuant to the terms of the applicable New Governance Documents and may be replaced or removed in accordance with such New Governance Documents.

vi. Restructuring Transactions; Effectuating Documents

(a) Following the Confirmation Date or as soon as reasonably practicable thereafter, the Debtors and Lynrock may take all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, cancellation, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan, and the Plan Supplement (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and the Plan Supplement, (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, amendment, amendment and restatement, continuance, cancellation, or dissolution pursuant to applicable Law, (iv) the execution and delivery of the Definitive Documents, (v) the issuance of securities, all of which shall be authorized and approved in all respects in each case without further action or approval being required under applicable Law, regulation, order, or rule, or from any boards, directors, managers, officers or stockholders (vi) the execution of the Liquidating Trust Agreement and implementation of the Liquidating Trust, (vii) the execution and delivery of the New Term Loan Credit Documents and entry into the New Term Loan Credit Agreement, (viii) such other

transactions that are necessary or appropriate to implement the Plan in a tax efficient manner, and (ix) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable Law.

(b) Each officer, member of the board of directors, or manager of the Debtors is, and each officer, member of the board of directors, or manager of the Reorganized Debtors, as applicable, shall be, authorized and directed to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, indentures, and other agreements or documents and take such actions contemplated by Section 5.6(a) of the Plan or as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Plan Supplement and the securities issued pursuant to the Plan and the Plan Supplement in the name of and on behalf of the applicable Reorganized Debtors, all of which shall be authorized and approved in all respects, in each case, without the need for any further approvals, authorization, consents, or any further action required under applicable Law, regulation, order, or rule (including any action by the stockholders or directors or managers of the Debtors or the applicable Reorganized Debtors), except for those expressly required pursuant to the Plan.

(c) In order to preserve the Reorganized Debtors' ability to utilize any tax attributes that exist immediately prior to or as of the Effective Date, the New Governance Documents or any other charter, bylaws, and other organizational documents may restrict certain transfers of the New Equity Interests.

(d) The Debtors and Lynrock will cooperate in good faith to structure the Restructuring and the Restructuring Transactions in a tax efficient manner including, without limitation, to maximize or preserve any net operating losses and net unrealized built-in asset losses of the Debtors.

vii. Continued Corporate Existence; Dissolution

Except as otherwise provided in the Plan, in the New Governance Documents, or elsewhere in the Plan Supplement, each of the Debtors, as Reorganized Debtors, shall continue to exist after the Effective Date as a separate corporation or limited liability company, as the case may be, with all the powers of a corporation or limited liability company, as the case may be, pursuant to the applicable Laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the New Governance Documents, as applicable. On or after the Effective Date, each Reorganized Debtor may, in its sole discretion, and without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such actions as may be necessary or appropriate as permitted by applicable Law, instruments and agreements, and such Reorganized Debtor's New Governance Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (i) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (ii) a Reorganized Debtor to be converted into another form of Entity under state Law or be dissolved; (iii) the legal name of a Reorganized Debtor to be changed; and/or (iv) the reincorporation of a Reorganized Debtor under the Law of jurisdictions other than the Law under which the Debtor currently is incorporated.

viii. Liquidating Trust

(a) On or prior to the Effective Date, the Debtors and the Liquidating Trustee shall execute the Liquidating Trust Agreement, which shall be in form and substance consistent with the terms of the Plan and shall otherwise be acceptable to the Debtors, Lynrock and the Committee, and shall take all steps necessary to establish the Liquidating Trust. On the Effective Date the Debtors shall (i) automatically be deemed to have irrevocably transferred and assigned to the Liquidating Trust all of their right, title, and interest in and to the Liquidating Trust Assets, and, in accordance with section 1141 of the Bankruptcy Code, all such Liquidating Trust Assets shall automatically vest in the Liquidating Trust free and clear of all Liens, charges, Claims, encumbrances and interests, for the benefit of the Liquidating Trust Beneficiaries in accordance with the Sharing Agreement and the terms of the Liquidating Trust Agreement, and (ii) transfer the Initial Liquidating Trust Funding, the GUC Recovery Pool Initial Funding Amount, and 10% of the Remaining Sale Proceeds to an account designated by the Liquidating Trust or established by the Liquidating Trust. The Liquidating Trust shall have standing to pursue, assert, litigate, and fully resolve the Liquidating Trust Causes of Action and, to the extent applicable, shall be deemed the assignee of each Debtor under 6 Del. C. §§18-1001 and 18-1002, and neither the Debtors nor the Reorganized Debtors shall have any interest in or with respect to the Liquidating Trust Assets.

(b) The Liquidating Trust shall be established for the purpose of (i) investigating, commencing, litigating, and, with the consent of Lynrock (other than with respect to Avoidance Action Claims), settling Liquidating Trust Causes of Action, (ii) liquidating the Liquidating Trust Assets, (iii) distributing the proceeds of the Liquidating Trust Assets, if any, to the Liquidating Trust Beneficiaries, and (iv) performing such other duties as set forth in the Liquidating Trust Agreement, in each case in accordance with section 301.7701-4(d) of the Treasury Regulations, with no objective to continue or engage in the conduct of a trade or business. The Liquidating Trust shall be structured to qualify as a “liquidating trust” within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, as thus, as a “grantor trust” within the meaning of Sections 671 through 679 of the Tax Code. Accordingly, Liquidating Trust Beneficiaries shall be treated for U.S. federal income tax purposes (1) as direct recipients of undivided interests in the Liquidating Trust Assets (other than to the extent the Liquidating Trust Assets are allocable to Disputed Claims); (2) as having immediately contributed such assets to the Liquidating Trust; and (3) thereafter, as grantors and deemed owners of the Liquidating Trust and thus, the direct owners of an undivided interest in the Liquidating Trust Assets (other than such Liquidating Trust Assets that are allocable to Disputed Claims).

(c) The Sharing Agreement established by and between the Committee and Lynrock as part of the Global Settlement and the terms of the Liquidating Trust Agreement shall govern the distribution of proceeds by the Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries. The terms of the Sharing Agreement are as follows:

- i. The Liquidating Trust shall receive the Initial Liquidating Trust Funding to fund the Liquidating Trust’s administrative operations for the benefit of the Liquidating Trust Beneficiaries; *provided*, that the Initial Liquidating Trust Funding shall not be used to satisfy any Liquidating Trust GUC Expenses;

- ii. The Liquidating Trust shall receive the GUC Recovery Pool Initial Funding Amount to fund (a) Liquidating Trust GUC Expenses, (b) pursuing Liquidating Trust Causes of Action, in accordance with the terms of the Liquidating Trust Agreement and the Plan, including Section 5.8(d) of the Plan; and (c) distributions to holders of Class B Liquidating Trust Interests;
- iii. Liquidating Trust Distributable Proceeds from the D&O Claims shall be shared 50% for the benefit of holders of Class A Liquidating Trust Interests and 50% for the benefit of holders of Class B Liquidating Trust Interests;
- iv. Liquidating Trust Distributable Proceeds from the Designated Litigation Claims shall be shared 70% for the benefit of holders of Class A Liquidating Trust Interests and 30% for the benefit of holders of Class B Liquidating Trust Interests;
- v. Liquidating Trust Distributable Proceeds from the Auditor Claims shall be shared 50% for the benefit of holders of Class A Liquidating Trust Interests and 50% for the benefit of holders of Class B Liquidating Trust Interests;
- vi. The Avoidance Action Claims shall be controlled by the Liquidating Trust, and if any such actions are pursued, Liquidating Trust Distributable Proceeds shall be for the sole benefit of holders of Class B Liquidating Trust Interests;
- vii. Any Remaining Sale Proceeds received on or before the Effective Date shall be shared 90% for the benefit of Lynrock and 10% for the benefit of holders of Class B Liquidating Trust Interests; and
- viii. Lynrock shall receive 100% of Remaining Estate Assets that remain in the Estates on the Effective Date following the satisfaction of all Administrative Expense Claims, Priority Tax Claims, Other Secured Claims and Other Priority Claims.

(d) The Liquidating Trustee, in consultation with Lynrock, may utilize, as the Liquidating Trustee deems appropriate, up to \$2.5 million from the GUC Recovery Pool Initial Funding Amount to fund incremental Liquidating Trust Expenses and the pursuit of any D&O Claims, Auditor Claims, and/or Designated Litigation Claims (the “**Reimbursable Trust Funding**”). To the extent any amount of Reimbursable Trust Funding is used, 100% of such amounts shall be replenished from the proceeds of the D&O Claims, Auditor Claims and/or Designated Litigation Claims, as an expense, prior to allocation of Litigation Trust Distributable Proceeds of such claims as set forth in Section 5.8(c) of the Plan. If the Reimbursable Trust Funding is insufficient to cover the Liquidating Trust Expenses, the Liquidating Trustee, with the consent of the Committee Designee, may utilize such amount of remaining funds from the GUC Recovery Pool Initial Funding Amount, as the Liquidating Trustee deems appropriate, to fund incremental Liquidating Trust Expenses (the “**Non-Reimbursable Trust Funding**”). To the extent any amount of Non-Reimbursable Trust Funding is used with such consent, such amounts shall not be replenished from the proceeds of such D&O Claims, Auditor Claims, and/or Designated

Litigation Claims, will not be considered reimbursable Liquidating Trust Expenses, and any such proceeds will otherwise be allocated as set forth in Section 5.8(c) of the Plan; *provided*, that to the extent the Committee Designee does not consent to utilize the Non-Reimbursable Trust Funding to pursue any D&O Claims, Auditor Claims and/or Designated Litigation Claims, the Liquidating Trustee shall, with Lynrock's consent in its sole discretion, have the option to utilize remaining funds from the GUC Recovery Pool Initial Funding Amount, as the Liquidating Trustee deems appropriate, to fund incremental Liquidating Trust Expenses related to the pursuit of any D&O Claims, Auditor Claims, and/or Designated Litigation Claims, in which case 100% of such funds utilized from the GUC Recovery Pool Initial Funding Amount shall be treated as Reimbursable Trust Funding. Notwithstanding the above, the GUC Recovery Pool Initial Funding Amount shall never be less than \$1 million without the consent of the Committee Designee. At any time, the Liquidating Trustee may, with the consent of Lynrock and the Committee Designee, obtain litigation financing, which shall be on terms and conditions, and in form and substance, acceptable to the Liquidating Trustee and Lynrock. To the extent the Liquidating Trust obtains litigation financing, the proceeds of such applicable litigation shall be used to satisfy such litigation financing prior to making sharing allocation set forth in Section 5.8(c) of the Plan.

(e) The Liquidating Trust shall be administered by the Liquidating Trustee in accordance with the Liquidating Trust Agreement. The Liquidating Trust Agreement may establish certain powers, duties, and authorities in addition to those explicitly stated in the Plan, but only to the extent that such powers, duties, and authorities do not affect the status of the Liquidating Trust as a liquidating trust for United States federal income tax purposes as discussed below. Upon the execution of the Liquidating Trust Agreement, the Liquidating Trustee shall be authorized to take all steps necessary or appropriate to establish the administration and operation of the Liquidating Trust. The Liquidating Trustee shall serve as representative of the Estates under section 1123(b) of the Bankruptcy Code for the purpose of (i) enforcing the Liquidating Trust Causes of Action and (ii) administering the Liquidating Trust and facilitating the distribution of its assets to the Liquidating Trust Beneficiaries, in each case in accordance with and subject to the terms of the Liquidating Trust Agreement and the Sharing Agreement;

(f) The Liquidating Trust Interests are not intended to be "securities" under the Securities Act or other applicable securities Laws and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law.

(g) In pursuing any Liquidating Trust Causes of Action, the Liquidating Trustee shall be deemed a trustee for all purposes under section 108 of the Bankruptcy Code, shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' rights with respect to the periods in which any of the Liquidating Trust Causes of Action may be brought under section 546 of the Bankruptcy Code. In furtherance of the Plan, (i) the terms of the Liquidating Trust shall be set forth in the Liquidating Trust Agreement, (ii) the Liquidating Trust shall be structured to qualify as a "liquidating trust" within the meaning of section 301.7701-4(d) of the Treasury Regulations and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code, consistent with the terms of the Plan, (iii) all parties (including the Debtors, the Reorganized Debtors, the Liquidating Trust Beneficiaries, and the Liquidating Trustee) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the Holders of Allowed

Lynrock Claims and Allowed General Unsecured Claims, as applicable, followed by the deemed transfer of such assets to the Liquidating Trust), (iv) all parties shall report consistently with the valuation of the assets transferred to Liquidating Trust as determined by the Liquidating Trustee (or its designee), (v) the Liquidating Trustee shall be responsible for filing returns for the trust as a grantor trust pursuant to section 1.671-4(a) of the Treasury Regulations, and (vi) the Liquidating Trustee shall annually send to each Holder of a Liquidating Trust Interest a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for federal income tax purposes.

(h) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the trustee), the Liquidating Trustee may (x) timely elect to treat any portion of the Liquidating Trust allocable to Disputed Claims as a “disputed ownership fund” governed by section 1.468B-9 of the Treasury Regulations (and make any appropriate elections), (y) file such tax returns (including but not limited to the filing of a separate federal tax return for the “disputed ownership fund”) and pay such taxes as may be required consistent with such treatment and (z) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made, all parties (including the Debtors, the Reorganized Debtors, the Liquidating Trust Beneficiaries and the Liquidating Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the Liquidating Trust for all taxable periods through the date on which final distributions are made.

(i) The Liquidating Trust shall also be vested with the Debtors’ rights and the Committee’s rights, as such rights existed prior to the Effective Date, to conduct discovery and oral examinations of any party under Bankruptcy Rule 2004 to the extent necessary to pursue the Liquidating Trust Causes of Action. The Liquidating Trust, however, shall not be considered a successor of any Debtor and shall not assume any obligations of the Debtors other than expressly provided for by the Plan and the Liquidating Trust Agreement. Notwithstanding the foregoing, except as otherwise set forth in the Liquidating Trust Agreement, the Liquidating Trust shall not be permitted to seek relief under Bankruptcy Rule 2004 as against (i) the Debtors or the Reorganized Debtors, (ii) any current employees, officers or directors of the Debtors or the Reorganized Debtors, (iii) the DIP Lender, or (iv) the Prepetition Secured Parties; *provided, however*, that the Reorganized Debtors and any current employees, officers or directors of the Reorganized Debtors shall be required to cooperate with reasonable requests made by Liquidating Trust for documents and information relevant to the Liquidating Trust’s investigation of Liquidating Trust Causes of Action pursuant to the Liquidating Trust Agreement. For the avoidance of doubt, nothing herein shall restrict the rights of the Liquidating Trust to seek discovery of any party through means other than Bankruptcy Rule 2004.

(j) Each officer or director of the Debtors who receives a request (including by email from counsel to the Debtors) from the Debtors, acting with the consent of Lynrock and the

Committee, to be a Cooperating D&O shall be considered a Released Party¹¹ only upon his or her execution of, and during his or her compliance with, a Cooperation Agreement. Except as set forth in Section 5.8(j) of the Plan, no person (including the Liquidating Trust and the Reorganized Debtors) shall pursue any Liquidating Trust Cause of Action (including any D&O Claim) or any other claim or Cause of Action that is the subject of the releases set forth in Section 10.6(a) of the Plan against any Cooperating D&O. In the event that any Cooperating D&O, as reasonably determined by the Liquidating Trust, is in breach of his or her Cooperation Agreement, the Liquidating Trust shall provide a Cooperation Default Notice to the Cooperating D&O. If the Cooperating D&O does not cure the alleged default prior to the expiration of the Cooperating D&O Cure Period, the Cooperating D&O shall no longer be considered a Cooperating D&O or a Released Party. No later than twenty calendar days after delivery of the Cooperation Default Notice, the Cooperating D&O may file a Cooperation D&O Dispute Motion, and the Liquidating Trust shall consent to a hearing on such motion on shortened notice of no less than five days. Upon entry of an order granting such Cooperating D&O Dispute Motion, the Cooperating D&O shall continue to be, or will be reinstated as, a Cooperating Party and a Released Party, and shall have all the benefits of the releases set forth in Section 10.6 of the Plan.

(k) The Liquidating Trust shall be vested with all legal privileges, including the attorney client privilege and attorney work product, held by the Debtors or the Committee relating to the Liquidating Trust Assets and any Claim subject to the Class 4 Claims Reconciliation Process. The Reorganized Debtors shall be vested with all privileges, including the attorney client privilege and attorney work product, held by the Debtors relating to all assets that are not Liquidating Trust Assets.

(l) On the Effective Date, and subject to the terms of the Akamai Sale Order, the Uplynk Sale Order, the Patent Sale Order or the Private Sale Order and any other order approving a sale of any of the Debtors' assets, the Debtors shall transfer, or provide copies of, their books and records relating to the Liquidating Trust Causes of Action and any Claim subject to the Class 4 Claims Reconciliation Process to the Liquidating Trust.

(m) The Liquidating Trust Agreement shall also provide, in substance, the following:

(i) The Liquidating Trust shall be responsible for conducting the Class 4 Claims Reconciliation Process. The Liquidating Trust shall be responsible for the payment of all costs and expenses associated with the Class 4 Claims Reconciliation Process, including the fees and expenses incurred by professionals selected by the Liquidating Trust in connection with the Class 4 Claims Reconciliation Process. All costs and expenses associated with the Class 4 Claims Reconciliation Process shall be paid from the GUC Recovery Pool.

¹¹ For the avoidance of doubt, and subject to the terms of Section 5.8(j) of the Plan, each Cooperating D&O shall be deemed a Related Party of the Debtors and, accordingly, a Released Party under Section I.A.164 of the Plan. However, Cooperating D&Os shall not be considered independent Released Parties, and, as such, none of the Cooperating D&Os' respective Related Parties shall receive releases from any liabilities under the Plan.

(ii) The Liquidating Trust shall have standing in the Chapter 11 Cases in respect of any Claims and the Class 4 Claims Reconciliation Process, including the right to object to General Unsecured Claims.

(iii) The Liquidating Trust shall, as may be reasonably requested by the Reorganized Debtors, provide the Reorganized Debtors general updates as to the status of the Class 4 Claims Reconciliation Process.

(iv) The Liquidating Trust shall have the right to seek relief from the Bankruptcy Court in the event of any dispute or controversy related to the Liquidating Trust Agreement.

(n) Limitation of Liability.

Neither the Liquidating Trust, Liquidating Trustee, nor their firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, disbursing agents or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with the Plan, the Confirmation Order, or the Liquidating Trust Agreement, other than for specific actions or omissions resulting from its willful misconduct, gross negligence or fraud found by a Final Order (not subject to further appeal or review) of a court of competent jurisdiction to be the direct and primary cause of loss, liability, damage, or expense suffered by the Liquidating Trust. The Liquidating Trustee shall enjoy all of the rights, powers, immunities, and privileges applicable to a chapter 7 trustee. The Liquidating Trust, acting by and through the Liquidating Trustee, may, in connection with the performance of its functions, in its sole and absolute discretion, consult with its attorneys, accountants, advisors, and agents, and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are in writing. Notwithstanding such authority, neither the Liquidating Trust nor the Liquidating Trustee shall be under any obligation to consult with any such attorneys, accountants, advisors, or agents, and any determination not to do so shall not result in the imposition of liability on the Liquidating Trust or the Liquidating Trustee unless such determination of liability is based on willful misconduct, gross negligence, or fraud. Persons dealing with the Liquidating Trust or Liquidating Trustee shall look only to the Liquidating Trust Assets to satisfy any liability incurred by the Liquidating Trust or Liquidating Trustee to such person in carrying out the terms of the Plan, Confirmation Order, or the Liquidating Trust Agreement, and neither the Liquidating Trust nor the Liquidating Trustee shall have any personal obligation to satisfy such liability.

(o) Indemnification.

The Liquidating Trust shall indemnify the Liquidating Trust Indemnified Parties for, and shall hold them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) incurred without fraud, gross negligence or willful misconduct on the part of the Liquidating Trust Indemnified Parties (which fraud, gross negligence or willful misconduct, if any, must be determined by a Final Order of a court of competent jurisdiction) for

any action taken, suffered, or omitted to be taken by the Liquidating Trust Indemnified Parties in connection with the acceptance, administration, exercise, and performance of their duties under the Plan, Confirmation Order, or the Liquidating Trust Agreement, as applicable. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute fraud, gross negligence or willful misconduct. In addition, the Liquidating Trust shall, to the fullest extent permitted by law, indemnify and hold harmless the Liquidating Trust Indemnified Parties, from and against and with respect to any and all liabilities, losses, damages, claims, costs, and expenses, including attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Liquidating Trust or the implementation or administration of the Plan, if the Liquidating Trust Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Liquidating Trust. To the extent the Liquidating Trust indemnifies and holds harmless any Liquidating Trust Indemnified Parties as provided above, the legal fees and related costs incurred by counsel to the Liquidating Trust in monitoring or participating in the defense of such claims giving rise to the right of indemnification shall be paid as Liquidating Trust Expenses. The costs and expenses incurred in enforcing the right of indemnification in Section 5.8(o) of the Plan shall be paid by the Liquidating Trust. This provision shall survive the termination of the Liquidating Trust or Liquidating Trust Agreement, and the death, dissolution, liquidation, resignation, replacement, or removal of the Liquidating Trustee.

ix. Cancellation of Existing Securities and Agreements

(a) Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, including with respect to any Executory Contracts or Unexpired Leases that will be assumed or assumed and assigned by the Debtors (only if all Cure Amounts have been paid in full), on the Effective Date, all agreements, instruments, and other documents evidencing any Claim or Interest, and any rights of any Holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, terminated and of no further force or effect, without further act or action, and the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder. The Holders of or parties to such cancelled instruments, Securities, and other documentation shall have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

(b) Notwithstanding such cancellation and termination and the releases contained in Article X of the Plan, the DIP Documents, the Prepetition Junior Term Loan Credit Documents and the Prepetition Junior Secured Notes Documents shall continue in effect solely to the extent necessary to (i) allow the Holders of Allowed DIP Claims, Prepetition Junior Term Loan Claims and Prepetition Junior Secured Notes Claims to receive distributions under the Plan, (ii) allow and preserve the rights of the Debtors, the Reorganized Debtors, the Non-Class 4 Disbursing Agent and the Prepetition Agent, as applicable, to make post-Effective Date distributions (if any) or take such other action pursuant to the Plan on account of the Allowed DIP Claims, Allowed Prepetition Junior Term Loan Claims and Allowed Prepetition Junior Secured Notes Claims, as applicable, and to otherwise exercise their rights and discharge their obligations relating to the interests of the Holders of such Claims in accordance with the Plan, (iii) allow Holders of DIP Claims, Prepetition Junior Term Loan Claims, Prepetition Junior Secured Notes

Claims and the Prepetition Agent to retain their respective rights and obligations vis-à-vis other Holders of Claims pursuant to any applicable DIP Document, Prepetition Junior Term Loan Credit Documents and Prepetition Junior Secured Notes Documents, including with respect to indemnification, participations or contribution from other Holders of Claims, pursuant and subject to the terms of such documents, (iv) preserve the DIP Lender's and the Prepetition Secured Parties' rights to any contingent or indemnification obligations of the Debtors pursuant and subject to the terms of the DIP Term Sheet, DIP Orders, the Prepetition Junior Term Loan Credit Agreement and/or the Prepetition Junior Secured Notes Indenture, (v) permit the Prepetition Agent to perform any function necessary to effectuate the foregoing (which shall be at the reasonable request and at the expense of the Debtors, the Reorganized Debtors or the Non-Class 4 Disbursing Agent, as applicable) and to permit the Prepetition Agent to seek compensation and reimbursement for any function necessary to effectuate the foregoing, (vi) to preserve any rights of the Prepetition Agent to payment of fees, expenses and indemnification obligations as against any distributions, including any rights to priority of payment and/or to exercise charging liens pursuant to the Prepetition Junior Secured Notes Indenture and enforce its rights, claims and interests vis-à-vis any party other than the Debtors, and (vii) permit the Prepetition Agent to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court relating to the DIP Documents and the Prepetition Junior Secured Notes Documents, as applicable. Nothing in Section 5.9 of the Plan shall affect a cancellation of the New Term Loans, any New Equity Interests or, to the extent not cancelled and discharged in accordance with Article IV of the Plan, any Intercompany Interests or Intercompany Claims.

(c) Notwithstanding the foregoing, any provision in any document, instrument, lease, or other agreement that causes or effectuates, or purports to cause or effectuate, a default, termination, waiver, or other forfeiture of, or by, the Debtors of their interests, as a result of the cancellations, terminations, satisfaction, releases, or discharges provided for in Section 5.9 of the Plan shall be deemed null and void and shall be of no force and effect.

(d) On and after the Effective Date, the Prepetition Junior Secured Notes Indenture shall be automatically terminated and the Prepetition Agent shall be released and discharged from all duties and responsibilities (i) unless otherwise specifically set forth in or provided for under the Plan, the Plan Supplement, or the Confirmation Order, and (ii) except with respect to such other rights of the Prepetition Agent that, pursuant to the DIP Documents or the Prepetition Junior Secured Notes Documents, as applicable, survive the termination of thereof. Subsequent to the performance by the Prepetition Agent of its obligations pursuant to the Plan and Confirmation Order, the Prepetition Agent and its agents, representatives and professionals shall be relieved of all further duties and responsibilities related to the Prepetition Junior Secured Notes Documents or the DIP Documents, as applicable. The Prepetition Agent shall be deemed to have received any necessary direction to effectuate the terms of the Plan.

(e) Upon the final distribution in accordance with Article VI of the Plan, there will be no further distributions on account of any Prepetition Junior Secured Notes Claims and, at the request of the Prepetition Agent, DTC shall take down the relevant position relating to the Prepetition Junior Secured Notes without any requirement of indemnification or security on the part of the Debtors, the Reorganized Debtors, the Prepetition Agent, or any other Entity.

(f) If the record Holder of any Prepetition Junior Secured Notes is DTC or its nominee or another securities depository or custodian thereof, and such Prepetition Junior Secured Notes are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each such Holder of the Prepetition Junior Secured Notes shall be deemed to have surrendered such Holder's note, debenture, or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

x. Retention of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, (a) following the Effective Date, the applicable Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action that are not (i) Liquidating Trust Causes of Action or (ii) any Claims or Causes of Action against the DIP Lender or the Prepetition Secured Parties or related to the DIP Obligations or the Prepetition Secured Obligations, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, and the Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors; (b) following the Effective Date, the Liquidating Trust shall retain and may enforce all rights to commence, pursue, and, with the consent of Lynrock (other than with respect to Avoidance Action Claims), settle, as appropriate, any and all Liquidating Trust Causes of Action and (c) all Claims and Causes of Action against Lynrock or the Prepetition Agent or related to the DIP Obligations or the Prepetition Secured Obligations shall be forever waived and released. **No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, will not pursue any and all available Causes of Action against such Person.** Except with respect to Causes of Action against any Person which Person was released by the Debtors or the Reorganized Debtors on or before the Effective Date (including pursuant to the Plan), the applicable Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Person, except as otherwise expressly provided in the Plan. The Liquidating Trust expressly reserves all rights to prosecute any and all Liquidating Trust Causes of Action. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, transferred (including to the Liquidating Trust), or settled in the Plan or a Final Order of the Bankruptcy Court, (i) the Reorganized Debtors expressly reserve all Retained Causes of Action for later adjudication; and (ii) the Liquidating Trust expressly reserves all Liquidating Trust Causes of Action for later adjudication, and therefore, in each case, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, Claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or consummation of the Plan. For the avoidance of doubt, notwithstanding anything contained in the Plan to the contrary, on the Effective Date, the Liquidating Trust Causes of Action shall be transferred to, and vest in, the Liquidating Trust, and shall not be retained by the Reorganized Debtors.

xi. Cancellation of Liens

Except as otherwise specifically provided in the Plan or in the New Term Loan Credit Documents, upon the satisfaction in full, in Cash or otherwise, of a Secured Claim, any Lien securing any Secured Claim that is satisfied in full, in Cash or otherwise, shall be deemed released, and the Holder of such Secured Claim shall be authorized and directed to (i) release any collateral or other property of the Debtors (including any Cash collateral) held by such Holder, at the sole cost and expense of the Reorganized Debtors, and to (ii) take such actions as may be reasonably requested by the Debtors or the Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be reasonably requested by the Debtors or the Reorganized Debtors, in the case of each of clauses (i) and (ii), at the sole cost and expense of the Reorganized Debtors and without recourse, representation or warranty of any kind.

xii. Employee Matters

Unless otherwise provided in the Plan and subject to Article V of the Plan, as may be applicable:

(a) The Debtors shall reject on the Effective Date (x) the Benefit Plans unless otherwise included on the Assumption Schedule and (y) all Employment Agreements unless otherwise included on the Assumption Schedule.

(b) Any and all employee equity incentive plans, employee stock purchase plans, any other plan relating to options, stock appreciation rights, restricted stock units, performance stock units, performance stock awards, restricted stock, phantom stock, stock bonuses, other similar agreements or plans relating to equity, equity-linked or other Securities of the Debtors or that have a value that is related to any such equity or other ownership interest in any of the Debtors or their non-Debtor Affiliates, in each case, that are outstanding prior to Effective Date (the “*Employee Interests*”) shall be cancelled, terminated and of no further force or effect, without further act or action, and the Debtors, their non-Debtor Affiliates and the Reorganized Debtors and their Affiliates shall not have any continuing obligations thereunder. For the avoidance of doubt, if any Benefit Plan or Employment Agreement is assumed and such Benefit Plan or Employment Agreement provides in part for an award or potential award of Employee Interests in the Debtors, such Benefit Plan or Employment Agreement shall be assumed in all respects other than the provisions of such agreement relating to Employee Interest awards.

xiii. Nonconsensual Confirmation

The Debtors intend to undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code as to any Classes that reject or are deemed to reject the Plan.

xiv. Closing of Chapter 11 Cases

After the Effective Date, the Reorganized Debtors may seek authority from the Bankruptcy Court to close any applicable Chapter 11 Case(s) in accordance with the Bankruptcy Code and Bankruptcy Rules.

xv. Notice of Effective Date

As soon as practicable, but not later than three Business Days following the Effective Date, the Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court. Such notice shall contain, among other things, the Final Administrative Expense Bar Date, the deadline by which Professionals must file and serve any Professional Fee Claims and the deadline to file a proof of Claim relating to damages from the rejection of any Executory Contract pursuant to the terms of the Plan.

xvi. Separability

If the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors, the Committee and Lynrock, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

E. Distributions**i. Distributions Generally**

Unless otherwise provided in the Plan or the Liquidating Trust Agreement, on the Effective Date (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 the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class and in the manner provided in the Plan. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan and the applicable provisions of the Liquidating Trust Agreement.

(a) Initial Distribution Date.

On the Effective Date, or as soon as reasonably practicable thereafter, the Disbursing Agents shall commence distributions under the Plan on account of each Claim that is Allowed on or prior to the Effective Date.

(b) Subsequent Distribution Dates.

The Disbursing Agents, as applicable, shall identify, in its discretion and in accordance with the Plan and the Liquidating Trust Agreement, Distribution Dates for the purpose of making additional distributions under the Plan. On each such Distribution Date, the Disbursing Agents, as applicable, shall make distributions in accordance with the Plan and Liquidating Trust Agreement.

ii. Distribution Record Date

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or their respective

agents, shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Interests. Any purported transfer of the Claims or Interests occurring on or after the Distribution Record Date shall have no force or effect and the Debtors, the Reorganized Debtors, and the Liquidating Trust shall have no obligation to recognize any such transfer. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Disbursing Agents shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the close of business on the Distribution Record Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

iii. Distributions on Account of Prepetition Junior Secured Notes Claims

Notwithstanding any provision of the Plan to the contrary, (i) non-Cash distributions made on account of Prepetition Junior Secured Notes Claims may be made directly by the Debtors or the Reorganized Debtors, as applicable, to DTC, as the holder of record of the Prepetition Junior Secured Notes as of the Distribution Record Date, for the benefit of Lynrock, as beneficial holder of the Prepetition Junior Secured Notes, but also may be made in book entry format or other individualized form outside of the facilities of DTC that is acceptable to Lynrock and Reorganized Edgio, and (ii) distributions of Cash made on account of Prepetition Junior Secured Notes Claims shall be made to or at the direction of the Prepetition Agent for further distribution in accordance with the terms of the Prepetition Junior Secured Notes Indenture. Such distributions shall be subject in all respects to the rights of the Prepetition Agent to assert its charging lien against such distributions as set forth in the Prepetition Junior Secured Notes Indenture. The Prepetition Agent shall have no duties or responsibility relating to any form of distribution that is not DTC eligible and the Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable, shall seek the cooperation of DTC so that any distribution on account of an Prepetition Secured Notes Claims that is held in the name of, or by a nominee of, DTC, shall be made through the facilities of DTC on the Effective Date of the Plan, or as soon as reasonably practicable thereafter. In no event shall the Prepetition Agent (in any capacity) be responsible for any manual, paper, or similar physical, and/or individualized method of distribution or other method of distribution that is not customary for the Prepetition Agent under the circumstances. The Prepetition Agent shall not incur any liability whatsoever on account of any distributions under the Plan. The Reorganized Debtors shall reimburse the Prepetition Agent for any reasonable and documented fees and expenses (including the reasonable and documented fees and expenses of its counsel and agents) incurred on or after the Effective Date in connection with the implementation of the Plan, including making distributions pursuant to, and in accordance with, the Plan, without the need for further approval or order of the Bankruptcy Court.

iv. Disbursing Agents

Distributions under the Plan shall be made by the applicable Disbursing Agent. The Disbursing Agents shall not be required to give any bond or surety or other security for the performance of their duties. The Debtors and the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to provide the Class 4 Disbursing Agents with the amounts of General Unsecured Claims and the identities and addresses of Holders of such Claims as of the Distribution Record Date, in each case, as set forth on the Claims register. The Disbursing Agents

shall cooperate in good faith with one another to comply with the reporting and withholding requirements outlined in Section 6.18 of the Plan.

v. Rights and Powers of Disbursing Agents

(a) No Holder of a Claim or Interest or other party in interest shall have or pursue any claim or Cause of Action against either of the Disbursing Agents, solely in their capacities as such, for making payments in accordance with the Plan or for implementing provisions of the Plan, except for actions or omissions to act arising out of the intentional fraud, gross negligence or willful misconduct of such Disbursing Agents. All amounts due under this indemnification shall be payable within thirty days after demand therefor or as promptly as practicable thereafter.

(b) The Disbursing Agents shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform their duties hereunder, (ii) make applicable distributions contemplated hereby or under the Liquidating Trust Agreement, (iii) employ professionals to represent them with respect to their responsibilities, and (iv) exercise such other powers as may be vested in the Disbursing Agents by order of the Bankruptcy Court, pursuant to the Plan or the Liquidating Trust Agreement, or as deemed by the Disbursing Agents to be necessary and proper to implement the provisions of the Plan. All parties in interest including, but not limited to, the Prepetition Agent, the Liquidating Trust, and any applicable transfer agent responsible for the distribution of the New Equity Interests, shall cooperate in good faith with the applicable Disbursing Agents in connection with carrying out the distributions and related responsibilities contemplated under the Plan.

vi. Expenses of Class 4 Disbursing Agent

Neither the Debtors nor the Reorganized Debtors will be responsible for paying any fees or expenses (including for reasonable attorneys' and other professional fees and expenses) incurred by the Class 4 Disbursing Agent in connection with distributions to Holders of Allowed General Unsecured Claims, all of which shall be paid by the Liquidating Trust from the GUC Recovery Pool.

vii. No Postpetition Interest on Claims

Except as provided in Section 4.3 of the Plan or as otherwise provided in the Confirmation Order, another order of the Bankruptcy Court or required by the Bankruptcy Code, interest shall not accrue or be paid on any Claims on or after the Petition Date, *provided that*, in the event the Allowed Lynrock Claims are paid in full from the sources of recoveries provided for such Claims under the Plan, the Prepetition Agent (for the benefit of Lynrock, as beneficial holder of 100% of the Prepetition Secured Notes Obligations) shall be entitled to payment of all postpetition interest (at the contractual default rate) due under the Prepetition Junior Secured Notes Documents from such sources of value.

viii. Delivery of Distributions

Subject to Sections 6.9 and 6.10 of the Plan, in the event that any distribution to any Holder is returned as undeliverable, no further distributions shall be made to such Holder unless and until

the applicable Disbursing Agent, is notified in writing of such Holder's then-current address, at which time all currently-due, missed distributions shall be made to such Holder as soon as reasonably practicable thereafter, without interest. Nothing in the Plan shall require the Disbursing Agents to attempt to locate Holders of undeliverable distributions and, if located, assist such Holders in complying with Section 6.18 of the Plan.

ix. Unclaimed Property

Undeliverable distributions or unclaimed distributions shall remain in the possession of the Liquidating Trust or the Reorganized Debtors, as applicable, until such time as a distribution becomes deliverable or the Holder accepts distribution, or such distribution reverts back to the Liquidating Trust or the Reorganized Debtors, as applicable, and shall not be supplemented with any interest, dividends, or other accruals of any kind. Such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of 60 days from the date of distribution. After such date, and notwithstanding any other provision of the Plan, all unclaimed property or interest in property shall revert to the Reorganized Debtors or the Liquidating Trust, as applicable, and the Claim of any other Holder to such property or interest in property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

x. Time Bar to Cash Payments

Checks issued by either Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof. Thereafter, the amount represented by such voided check shall irrevocably revert to the Reorganized Debtors or the Liquidating Trust, as applicable, and any Claim in respect of such voided check shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Requests for re-issuance of any check within 90 days after issuance shall be made to the applicable Disbursing Agent by the Holder of the Allowed Claim to whom such check was originally issued.

xi. Manner of Payment under Plan

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

xii. Satisfaction of Claims

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

xiii. Fractional Stock and Notes

No fractional New Equity Interests shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts. If any distributions of New Equity Interests pursuant to the Plan

would result in the issuance of a fractional share or equity interest of a New Equity Interest, then the number of shares or equity interests of New Equity Interests to be issued in respect of such distribution will be calculated to one decimal place and rounded up or down to the closest whole share equity interest (with a half share, equity interest or greater rounded up and less than a half share, equity interest rounded down). The total number of shares or equity interests of New Equity Interests, as applicable, to be distributed in connection with the Plan shall be adjusted as necessary to account for the rounding provided for in Section 6.13 of the Plan. No consideration shall be provided in lieu of fractional shares or equity interests that are rounded down. The Disbursing Agents shall not have any obligation to make a distribution that is less than one share or equity interest of New Equity Interests. Any New Equity Interest that is not distributed in accordance with Section 6.13 of the Plan shall be returned to, and ownership thereof shall vest in, Reorganized Edgio.

xiv. Minimum Cash Distributions

The Disbursing Agents shall not be required to make any distribution of Cash less than \$100 to any Holder of an Allowed Claim; *provided* that if any distribution is not made pursuant to Section 6.14 of the Plan, such distribution shall be added to any subsequent distribution to be made on behalf of such Holder's Allowed Claim.

xv. Setoffs and Recoupments

Except as expressly provided in a separate order of the Bankruptcy Court, the Debtors and the Reorganized Debtors or the Liquidating Trust, as applicable, may, but shall not be required to, set off or recoup against any Claim, and any distribution to be made on account of such Claim, any and all claims, rights, and Causes of Action of any nature whatsoever that the Debtors, the Reorganized Debtors, or the Liquidating Trust may have against the Holder of such Claim pursuant to the Bankruptcy Code or applicable non-bankruptcy Law; *provided* that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by a Debtor or a Reorganized Debtor or the Liquidating Trust, or their respective successor or assign, of any claims, rights, or Causes of Action that a Debtor or Reorganized Debtor or the Liquidating Trust or their respective successor or assign may possess against the Holder of such Claim.

xvi. Allocation of Distributions Between Principal and Interest

Except as otherwise required by law (as reasonably determined by the Debtors, the applicable Reorganized Debtors or the Liquidating Trust), distributions with respect to Allowed Claims shall be allocated first to the principal portion of such Allowed Claim (as determined for federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

xvii. No Distribution in Excess of Amount of Allowed Claim

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

xviii. Withholding and Reporting Requirements

(a) *Withholding Rights.* In connection with the Plan, any party issuing any instrument or making any distribution described in the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and either (i) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax), or (ii) pay the withholding tax using its own funds and retain such withheld property. Any amounts withheld pursuant to the preceding sentence, and paid over to the applicable Governmental Unit, shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan. Notwithstanding the foregoing, each Holder of an Allowed Claim or any other Entity that receives a distribution pursuant to the Plan shall have responsibility for any taxes imposed by any Governmental Unit, including income, withholding, and other taxes, on account of such distribution. In the event any party issues any instrument or makes any non-Cash distribution pursuant to the Plan that is subject to withholding tax and such issuing or distributing party has not sold such withheld property to generate Cash to pay the withholding tax or paid the withholding tax using its own funds and retains such withheld property as described above, such issuing or distributing party has the right, but not the obligation, to not make a distribution until such Holder has made arrangements reasonably satisfactory to such issuing or disbursing party for payment of any such tax obligations.

(b) *Forms.* Any party entitled to receive any property as an issuance or distribution under the Plan shall, upon request, deliver to the applicable Disbursing Agent or such other Entity designated by the Reorganized Debtors or the Liquidating Trust (which Entity shall subsequently deliver to the applicable Disbursing Agent any applicable IRS Form W-8 or IRS Form W-9 received) an appropriate IRS Form W-9 or (if the payee is a foreign Entity) IRS Form W-8, and any other forms or documents reasonably requested by any Reorganized Debtor or the Liquidating Trust to reduce or eliminate any withholding required by any federal, state, or local taxing authority. If such request is made and the Holder fails to comply before the date that is sixty days after the first request is made, the amount of such distribution shall irrevocably revert to the Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable, and any Claim in respect of such distribution shall be discharged and forever barred from assertion against the Debtors, the Reorganized Debtor or the Liquidating Trust, as applicable, or their respective property.

xix. Claims Paid or Payable by Third Parties**(a) Claims Paid by Third Parties**

The Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be filed and without any action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Reorganized Debtor or the Liquidating Trust, provided that the Debtors, the Reorganized Debtors

or the Liquidating Trust, as applicable shall provide notice of such reduction to the Holder of such Claim. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Reorganized Debtor or the Liquidating Trust on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Debtor, Reorganized Debtor or the Liquidating Trust, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Debtor, Reorganized Debtor or the Liquidating Trust annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

(b) Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers satisfies in full or in part a Claim, then immediately upon such insurers' satisfaction of such Claim, the applicable portion of such Claim may be expunged without a Claims objection having to be filed and without any further action, order, or approval of the Bankruptcy Court, provided that notice of such satisfaction is served by the Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable on the Holder of such Claim.

F. Procedures for Disputed Claims

i. Objections to Claims

After the Effective Date, (i) the Reorganized Debtors shall be entitled to object to all Claims other than General Unsecured Claims and (ii) the Liquidating Trust shall be entitled to object to General Unsecured Claims. After the Effective Date, the Reorganized Debtors and the Liquidating Trust shall have and retain any and all rights and defenses that the Debtors had with regard to any Claim to which they may object, except with respect to any Claim that is Allowed. Any objections to Claims, including Administrative Expense Claims, shall be served and filed on or before the Claims Objection Deadline, as may be extended by order of the Bankruptcy Court.

ii. Resolution of Disputed Administrative Expenses and Disputed Claims

Other than with respect to General Unsecured Claims, on and after the Effective Date, the Reorganized Debtors shall have the authority to (i) object to, compromise, settle, otherwise resolve, or withdraw any objections to Claims without any further notice to or action, order, or approval by the Bankruptcy Court, (ii) authorize the Non-Class 4 Disbursing Agent to make disbursements on account of Allowed Claims, and (iii) administer and adjust the Claims register to reflect any such settlements or compromises, without any further notice to or action, order, or approval by the Bankruptcy Court.

Except as otherwise set forth in the Liquidating Trust Agreement, and in consultation with the Reorganized Debtors, on and after the Effective Date, the Liquidating Trust shall have the

authority to (i) object to, compromise, settle, otherwise resolve, or withdraw any objections to General Unsecured Claims without any further notice to or action, order, or approval by the Bankruptcy Court, (ii) authorize the Class 4 Disbursing Agent to make disbursements on account of Allowed General Unsecured Claims, and (iii) administer and adjust the Claims register to reflect any such settlements or compromises of General Unsecured Claims, without any further notice to or action, order, or approval by the Bankruptcy Court.

iii. Payments and Distributions with Respect to Disputed Claims

Notwithstanding anything in the Plan to the contrary, and subject to Section 7.4 of the Plan, if any portion of a Claim is a Disputed Claim, no payment or distribution provided under the Plan shall be made on account of the Disputed Claim or the portion of the Claim that is Disputed unless and until (and only to the extent that) such Disputed Claim becomes an Allowed Claim.

iv. Distributions after Allowance

(a) Following the Effective Date, the Disputed Claims Reserve shall be maintained by the Liquidating Trust. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, or the receipt of a determination by the IRS, the Liquidating Trust may, in its sole discretion, treat the Disputed Claims Reserve as a “disputed ownership fund” governed by section 1.468B-9 of the Treasury Regulations and to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All taxes imposed on assets or income of the Disputed Claims Reserve shall be payable out of the GUC Recovery Pool. The Liquidating Trust shall be responsible for payment, out of the GUC Recovery Pool, of any expenses associated with administering the Disputed Claims Reserve, including any taxes imposed on the Disputed Claims Reserve or its assets. The Liquidating Trust, and the Holders of Disputed General Unsecured Claims shall be required to report for tax purposes consistently with the foregoing.

(b) As soon as reasonably practicable after a Disputed Claim becomes, in whole or in part, an Allowed Claim, the Holder thereof shall be entitled to distributions, if any, to which such Holder is entitled as provided in the Plan, without interest, as provided in Section 7.7 of the Plan. Such distributions shall be made as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim (or portion thereof) becomes a Final Order.

v. Disallowance of Claims

Except to the extent otherwise agreed to by the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, or as otherwise set forth in the Plan, any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, as determined by a Final Order, 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 Entity have been settled or a Final Order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors, the Reorganized

Debtors, or the Liquidating Trust, 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 or Interest is or has been timely filed, shall be deemed disallowed and shall be expunged without further action by the Debtors or the Liquidating Trust and without further notice to any party or action, approval, or order of the Bankruptcy Court, and Holders of such Claims shall not receive any distributions under the Plan on account of such Claims, subject in each case to Local Bankruptcy Rule 3002-1(a).

vi. Estimation of Claims

The Debtors or the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim, other than any Class 4 General Unsecured Claim, pursuant to section 502(c) of the Bankruptcy Code for any reason or purpose, regardless of whether any party has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection.

From and after the Effective Date, unless otherwise set forth in the Liquidating Trust Agreement, the Liquidating Trust may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed General Unsecured Claim pursuant to section 502(c) of the Bankruptcy Code for any reason or purpose, regardless of whether any party has previously objected to such General Unsecured Claim or whether the Bankruptcy Court has ruled on any such objection.

The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent Claim, unliquidated Claim or Disputed Claim, that estimated amount shall constitute the maximum limitation on such Claim, and the Debtors, the Reorganized Debtors and the Liquidating Trust, as applicable, may pursue supplementary proceedings to object to the ultimate allowance of such Claim; provided that such limitation shall not apply to Claims requested by the Debtors to be estimated for voting purposes only.

vii. No Distribution Pending Allowance

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

viii. Claim Resolution Procedures Cumulative

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

G. Executory Contracts and Unexpired Leases

i. General Treatment

(a) As of and subject to the occurrence of the Effective Date, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be rejected, except for any Executory Contract or Unexpired Lease that (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court, (ii) previously expired or was terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a separate motion to assume (or assume and assign) filed by the Debtors on or before the Confirmation Date, (iv) is specifically designated as a contract or lease to be included on the Assumption Schedule, or (v) is a contract, instrument, release or other agreement or document entered into in connection with the Plan. For the avoidance of doubt, no Executory Contract or Unexpired Lease shall be assumed merely by virtue of its inclusion on the notices of potential assumption filed at Docket Nos. 161, 280, 351, 377, 387, 413, and 478.

(b) All Reid Collins Engagement Agreements shall be treated as Executory Contracts under the Plan. Notwithstanding anything to the contrary contained in the Plan, as of the Effective Date, all Reid Collins Engagement Agreements shall be assumed by the Debtors and assigned to the Liquidating Trust.

(c) Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejections, assumptions, or assumptions and assignments, as applicable, of such Executory Contracts or Unexpired Leases as set forth in the Plan and the Assumption Schedule pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise set forth in the Plan or the Confirmation Order, rejections, assumptions, or assumptions and assignments of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party on or before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal Law. Any motions to assume (or assume and assign) Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumption Schedule at any time through and including the Effective Date.

(d) To the maximum extent permitted by applicable Law, any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall be deemed modified such that the transactions contemplated by the Plan shall not constitute a “change of control” or “assignment” (or terms with similar effect) under, or any other transaction or matter that would result in a violation, breach, or default under, or increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under, or result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to, the applicable Executory Contract or Unexpired Lease, and any consent or

advance notice required under such Executory Contract or Unexpired Lease shall be deemed satisfied by confirmation of the Plan.

ii. Determination of Cure Disputes and Deemed Consent

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment by the Debtors or the Reorganized Debtors of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Assumption Schedule, which may be amended, supplemented or otherwise modified through the Effective Date. Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within fourteen days of the service of such assumption notice; provided, that in the event of any amendment, supplement or other modification to the Assumption List, the Debtors shall serve a notice of such amendment, supplement or other modification on all affected counterparties, and any objection by an affected counterparty with respect to the proposed assumption, assumption and assignment of its Executory Contract or Unexpired Lease, or related Cure Amount, must be filed, served, and actually received by the Debtors within fourteen days of the service of such amendment, supplement or other modification, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, assumption and assignment, or Cure Amount (i) shall be deemed to have assented to such assumption, assumption and assignment, or Cure Amount, notwithstanding any provision thereof that purports to (1) prohibit, restrict, or condition the transfer or assignment of such contract or lease, or (2) terminate or permit the termination of a contract or lease as a result of any direct or indirect transfer or assignment of the rights of the Debtors under such Executory Contract or Unexpired Lease or a change, if any, in the ownership or control to the extent contemplated by the Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or terminating or modifying such Executory Contract or Unexpired Lease on account of transactions contemplated by the Plan, and (ii) shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment, as applicable, thereafter.

(c) If there is a dispute pertaining to the assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to the assumption being effective; *provided that* the Debtors or the applicable Reorganized Debtors may settle any such dispute without any further notice to, or action by, any party (other than the contractual counterparty) or order of the Bankruptcy Court.

(d) To the extent a dispute relates to Cure Amounts, the Debtors may assume and/or assume and assign the applicable Executory Contract or Unexpired Lease prior to the resolution of such cure dispute, provided that the Debtors or the applicable Reorganized Debtors reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the Cure Amount by the counterparty to such Executory Contract or Unexpired Lease.

(e) To the extent a dispute is resolved or determined unfavorably to the Debtors, the Debtors may reject the applicable Executory Contract or Unexpired Lease after such determination, which rejection shall supersede, nullify, and render of no force or effect the earlier assumption and/or assumption and assignment.

(f) Assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors assume or assume and assign such Executory Contract or Unexpired Lease. Any proofs of claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, upon the assumption of such Executory Contract or Unexpired Lease.

iii. Rejection Damages Claims

Unless otherwise provided herein or by a Final Order of the Bankruptcy Court, all proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant the Plan or the Confirmation Order, if any, must be Filed with the Claims Agent and served on the Reorganized Debtors and the Liquidating Trust no later than 30 days after the Effective Date.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed in a proof of Claim within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, the Liquidating Trust or their property, without the need for any objection by the Debtors or the Reorganized Debtors, or the Liquidating Trust, as applicable, or further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Section 10.5 of the Plan, notwithstanding anything in a proof of Claim to the contrary, unless leave to File a late Claim is obtained.

All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as General Unsecured Claims pursuant to Section 4.4 of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

iv. Indemnification Obligations

Subject to the occurrence of the Effective Date, any and all obligations of the Debtors to indemnify, defend, reimburse, or limit the liability of current and former officers, directors, members, managers, agents, or employees against any Claims or Causes of Action as provided in

the Debtors' corporate charters, bylaws, limited liability company agreements, other organizational documents, other agreements, or applicable law shall not be assumed.

v. Insurance Policies

(a) On the Effective Date, provided that the Debtors have paid all applicable premiums, and except as otherwise provided in the Plan, the Debtors' Insurance Policies (including any D&O Insurance Policies and any "tail policy" related thereto), and any related agreements, documents or instruments relating thereto, shall be deemed to continue in full force and effect without any action by any Entity or approval of the Bankruptcy Court so as to continue to provide coverage in accordance with the express terms of the applicable Insurance Policies. Nothing in the Plan shall be deemed a determination as to whether any Insurance Policy is an executory contract and, therefore, requires assumption or rejection under section 365 of the Bankruptcy Code. The Bankruptcy Court retains jurisdiction to determine whether any Insurance Policy is an executory contract to the extent the same becomes relevant. Solely to the extent that an Insurance Policy is deemed to be an executory contract, then such Insurance Policy, shall be deemed to have been rejected unless (i) such Insurance Policy is a D&O Insurance Policy, or (ii) such Insurance Policy is included on the Assumption List.

(b) To the extent deemed an executory contract, on the Effective Date, all D&O Insurance Policies and any agreements, documents, and instruments relating to coverage of all Insured Claims under such D&O Insurance Policies shall be assumed by the Debtors. Solely to the extent necessary for the Liquidating Trust to recover thereunder, all of the Assigned D&O Insurance Rights shall be transferred and assigned to the Liquidating Trust. The foregoing transfer of the Assigned D&O Insurance Rights, to the extent relevant, shall be (i) free and clear of any and all actual or alleged Liens or encumbrances of any nature whatsoever, (ii) made to the maximum extent possible under applicable law, (iii) absolute and without requirement of any further action by the Debtors, the Reorganized Debtors, the Liquidating Trust, the Bankruptcy Court, or any other Entity, and (iv) governed by, and construed in accordance with the Bankruptcy Code and applicable law. Any such transfer of the Assigned D&O Insurance Rights contemplated in Section 8.5(b) of the Plan is not an assumption and assignment of any D&O Insurance Policy itself. To the extent the Debtors are not the first named insured under any D&O Insurance Policy (x) nothing in the Plan shall constitute a rejection of such D&O Insurance Policy, (y) such D&O Insurance Policy shall remain in full force and effect, and (z) any and all rights of the Debtors under such D&O Insurance Policy shall remain in full force and effect.

(c) On and after the Effective Date, all directors and officers who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of the D&O Insurance Policies in effect or purchased as of the Effective Date for the full term of such D&O Insurance Policies regardless of whether such officers or directors remain in such positions as of the Effective Date, in each case, to the extent set forth in such D&O Insurance Policies.

(d) For the avoidance of doubt, nothing herein shall in any way impair the Liquidating Trust's ability, on and after the Effective Date, to assert on behalf of the Debtors or the Estates, any Liquidating Trust Causes of Action, and, if necessary, any Assigned D&O Insurance Rights with respect to any D&O Insurance Policy. Any obligation under any D&O Insurance Policy to indemnify any officer, director, agent or employee of the Debtors or to satisfy

or pay any deductible, retention, or other financial obligation shall only give rise to General Unsecured Claims under the Plan. The Reorganized Debtors shall have no responsibility for monitoring or preserving the ability to maintain claims that are Assigned D&O Insurance Rights against the D&O Insurance Policies.

(e) The Liquidating Trust shall not, by operation of the terms of the Plan or otherwise, have or assume any obligations under any Insurance Policy of the Debtors. Any obligation under any Insurance Policy to indemnify any officer, director, agent or employee of the Debtors or to satisfy or pay any deductible, retention, or other financial obligation shall only give rise to General Unsecured Claims under the Plan.

(f) Nothing in the Plan shall alter, supplement, change, decrease, or modify the terms (including the conditions, limitations, and/or exclusions) of the D&O Insurance Policies, provided that, notwithstanding anything in the foregoing to the contrary, the enforceability and applicability of the terms (including the conditions, limitations, and/or exclusions) of the D&O Insurance Policies, and thus the rights or obligations of any insurer, the Debtors, and the Reorganized Debtors, arising out of or under any D&O Insurance Policy, whether before or after the Effective Date, are subject to the Bankruptcy Code and applicable law (including any actions or obligations of the Debtors thereunder) and the terms of the Plan. Furthermore, nothing in the Plan shall relieve or discharge any insurer from their obligations under any D&O Insurance Policy.

vi. Treatment of Surety Bond Agreements

Notwithstanding any other provisions of the Plan, Plan Supplement, Confirmation Order or any other Order of the Bankruptcy Court in the Chapter 11 Cases, on the Effective Date, all agreements governing the Surety Bond, any indemnification obligations owed to the Surety, and/or the Surety Bond Collateral (including without limitation, cash, letters of credit, and/or the proceeds of any such collateral) (collectively, the ***Surety Bond Agreements***) shall be rejected by the Debtors. For the avoidance of doubt, the Surety Bond shall not be deemed cancelled, and the obligee of the Surety Bond shall not be prevented from drawing on the Surety Bond, solely by virtue of the Debtors' rejection of the Surety Bond Agreements or the releases and injunctions set forth in the Plan. For the avoidance of doubt, the Debtors are not assuming and/or assigning the Surety Bond.

vii. Intellectual Property Licenses and Agreements

(a) All IP Agreements shall be deemed and treated as executory contracts pursuant to the Plan and shall be assumed, or assumed and assigned, by the applicable Debtor(s) and shall continue in full force and effect unless any such IP Agreement is included on the IP Rejection Schedule. Unless otherwise noted hereunder, as applicable, all IP Agreements assumed by the Reorganized Debtors shall vest in the applicable Reorganized Debtors and the Reorganized Debtors may take all actions as may be necessary or appropriate to ensure such vesting as contemplated herein. For the avoidance of doubt, the IP Agreements in Section 8.7 of the Plan shall not include any agreements subject to the Patent Sale Order.

(b) The Debtors shall endeavor to include on the Assumption Schedule all IP Agreements that the Debtors intend to assume or assume and assign pursuant to the Plan for

informational purposes only. The omission of any IP Agreement from the Assumption Schedule shall not constitute, nor be deemed to constitute, a rejection of such IP Agreement. For the avoidance of doubt, and subject to Section 8.7 of the Plan, no IP Agreement shall be deemed rejected pursuant to the Plan unless such IP Agreement is expressly listed on the IP Rejection Schedule included in the Plan Supplement, as may be amended in accordance with the Plan.

viii. Reservation of Rights

(a) The Debtors, with Lynrock's consent, and in consultation with the Committee, may amend the Assumption Schedule at any time prior to the Effective Date in order to add, delete, or reclassify any Executory Contract or Unexpired Lease. The Debtors shall provide notice of such amendment to any affected counterparty as soon as reasonably practicable.

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

(c) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(d) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

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

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

H. Conditions Precedent to Confirmation of Plan and Effective Date

i. Conditions Precedent to Confirmation of Plan

The following are conditions precedent to confirmation of the Plan:

(a) the Disclosure Statement Order shall have been entered and shall not have been reversed, stayed, amended, modified, dismissed, vacated, or reconsidered;

(b) the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed; and

(c) the DIP Orders shall be in full force and effect and there shall be no event of default under the DIP Documents or the DIP Orders, which has not been waived by the DIP Lender pursuant to the terms and conditions of such documents and/or Section 9.3 of the Plan.

ii. Conditions Precedent to Effective Date

The following are conditions precedent to the Effective Date of the Plan:

(a) the Confirmation Order shall have been entered and shall be a Final Order and shall not be subject to any stay or subject to an unresolved request for revocation under section 1144 of the Bankruptcy Code;

(b) the DIP Orders shall be in full force and effect and there shall be no event of default under the DIP Documents or the DIP Orders, which has not otherwise been amended or waived by the applicable DIP Lender pursuant to the terms and conditions of such documents and/or Section 9.3 of the Plan;

(c) the Restructuring Transactions shall have been implemented in all material respects;

(d) the Definitive Documents shall (i) be approved by the applicable parties in accordance with their respective consent and approval rights as set forth in the Plan, (ii) have been executed and delivered, and any conditions precedent contained to effectiveness therein have been satisfied or waived in accordance therewith, and (iv) be in full force and effect and binding upon the relevant parties;

(e) all actions, documents and agreements necessary to implement and consummate the Plan, including entry into the Definitive Documents, and the Restructuring Transactions and other matters contemplated thereby, shall have been effected or executed;

(f) the New Governance Documents shall, to the extent required under applicable non-bankruptcy Law, have been duly filed with the appropriate governmental authorities in relevant jurisdictions;

(g) (i) the Liquidating Trust shall have been formed, (ii) the Initial Liquidating Trust Funding and the GUC Recovery Pool Initial Funding Amount shall have been funded as directed by the Liquidating Trustee, (iii) the Liquidating Trust Interests shall have been issued in accordance with the Plan, (iv) the Liquidating Trustee shall have been appointed and accepted his, her or its appointment, and (v) the Liquidating Trust Agreement, shall be in form and substance acceptable to the Debtors, Lynrock and the Committee, shall have been executed and delivered, and any conditions precedent to effectiveness contained therein shall have been satisfied or waived in accordance therewith, and shall be in full force and effect and binding upon the relevant parties;

(h) the New Term Loan Credit Documents shall have been executed and delivered by all of the entities that are parties thereto, and all conditions precedent (other than any

conditions related to the occurrence of the Effective Date) to the consummation of the New Term Loan Facility shall have been waived or satisfied in accordance with the terms thereof, and the closing of the New Term Loan Facility shall be deemed to occur concurrently with the occurrence of the Effective Date;

- (i) the New Equity Interests shall have been issued;
- (j) the Remaining Sale Proceeds shall have been distributed to the Holders of Allowed Lynrock Claims and the Liquidating Trust in accordance with the Sharing Agreement;
- (k) the Professional Fee Escrow shall have been funded;
- (l) all Restructuring Expenses shall have been paid in full; and
- (m) no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing, or prohibiting the consummation of the Restructuring Transactions or any of the Definitive Documents contemplated therein.

iii. Waiver of Conditions Precedent

(a) Except as otherwise provided in the Plan, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action. Each of the conditions precedent in Sections 9.1 and 9.2 of the Plan (other than Section 9.2(a) of the Plan) may be waived in writing by the Debtors with the prior written consent of Lynrock, and, with respect to Sections 9.2(d), 9.2(e), 9.2(g), 9.2(j), 9.2(k), and 9.2(m) of the Plan, with the prior written consent of Lynrock and the Committee. If the Plan is confirmed for fewer than all of the Debtors as provided for in Section 5.16 of the Plan, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur as to such Debtors.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

iv. Effect of Failure of a Condition

If the conditions listed in Sections 9.1 or 9.2 of the Plan are not satisfied or waived in accordance with Section 9.3 of the Plan, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, Lynrock, or any other Entity.

I. Effect of Confirmation of Plan

i. Vesting of Assets

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates (other than the Liquidating Trust Assets) shall vest in the applicable Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as provided pursuant to the Plan, the Liquidating Trust Agreement, the New Term Loan Credit Documents, or the Confirmation Order. On and after the Effective Date, the Reorganized Debtors may take any action, including the operation of their businesses, the use, acquisition, sale, lease, and disposition of property, and the entry into transactions, agreements, understandings, or arrangements, whether in or other than in the ordinary course of business, and execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers or otherwise in connection with any of the foregoing, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

ii. Binding Effect

As of the Effective Date, the Plan shall bind all Holders of Claims against and Interests in the Debtors and their respective successors and assigns, notwithstanding whether any such Holders (a) were Impaired or Unimpaired under the Plan, (b) were deemed to accept or reject the Plan, (c) failed to vote to accept or reject the Plan, (d) voted to reject the Plan, or (e) received any distribution under the Plan.

iii. Discharge of Claims and Termination of Interests; Compromise and Settlement of Claims, Interests and Controversies

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Claims and Interests of any nature whatsoever, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against the Debtors, the Reorganized Debtors or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a proof of Claim or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest is Allowed; or (iii) the Holder of such Claim or Interest has accepted or rejected, or been deemed to accept or reject, the Plan. Except as otherwise provided in the Plan, any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation

Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan.

iv. Term of Injunctions or Stays

Unless otherwise provided in the Plan, the Confirmation Order, or in a Final Order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

v. Injunction

(a) Upon entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim or Interest extinguished, discharged, released or treated pursuant to the Plan.

(b) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Entities that have held, hold or may hold Claims, Interests, Causes of Action or liabilities that (i) are subject to compromise and settlement pursuant to the terms of the Plan, (ii) have been released pursuant to Section 10.6(b) of the Plan, (iii) are subject to exculpation pursuant to Section 10.7 of the Plan or (iv) are otherwise released, subject to exculpation, discharged, satisfied, stayed or terminated pursuant to the terms of the Plan are permanently enjoined and precluded from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties or the Exculpated Parties in connection with or with respect to any such Claims, Interests, Causes of Action or liabilities: (A) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (B) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (C) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties or the property of any of the Released Parties, (D) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except (x) as contemplated or allowed by the Plan or (y) to the extent asserted in a timely filed proof of Claim, including any request for an Administrative Expense Claim, or timely filed objection to the confirmation of the Plan, and (E) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(c) The injunctions in Section 10.5 of the Plan shall extend to any successors of each Released Party (including, as to the Debtors, both the Reorganized Debtors, and the Liquidating Trust) and their respective property and interests in property.

vi. **Releases**

(a) **Releases by the Debtors**

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates, and any Person seeking to exercise the rights of the Estates, and any successors to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Definitive Documents, the Global Settlement, the Sale Process, the Prepetition Secured Obligations, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, or any related agreements, instruments, or other documents, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, nothing in Section 10.6(a) of the Plan shall be construed to release (i) the Released Parties from any claim or cause of action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, (ii) any Liquidating Trust Causes of Action, (iii) any Retained Causes of Action, (iv) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order or any post-Effective Date transaction contemplated by the Plan and the Restructuring Transactions, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Restructuring Transactions, or (v) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval pursuant to Bankruptcy Rule 9019, of the releases set forth in Section 10.6(a) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the releases contained

in Section 10.6(a) of the Plan are: (i) in exchange for good and valuable consideration provided by the Released Parties, including, the Released Parties' contribution to facilitating the Restructuring Transactions and implementing the Plan; (ii) a good faith settlement and compromise of the Claims, Interests, Causes of Action and liabilities released by the releases set forth in Section 10.6(a) of the Plan; (iii) in the best interests of the Debtors Estates and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for a hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors or the Debtors' Estates asserting any Claims or Cause of Action released pursuant to Section 10.6(a) of the Plan.

(b) Consensual Releases by Holders of Claims and Interests

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Plan, the Releasing Parties, in each case, on behalf of itself and its respective successors, assigns and representatives and any and all other persons that may purport to assert any Claim or Cause of Action derivatively, by or through the foregoing persons, in each case, solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy Law, conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign or domestic Law, rule, statute regulation, treaty, right, duty, requirement or otherwise, that such parties or their estates, affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents and any other persons claiming under or through them would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Definitive Documents, the Sale Process, the Global Settlement, the Prepetition Secured Obligations, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Plan (including the Plan Supplement), or any related agreements, instruments or other

documents, or the solicitation of votes with respect to the Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, nothing in Section 10.6(b) of the Plan shall be construed to release (i) the Released Parties from any claim or cause of action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, (ii) any Liquidating Trust Causes of Action, (iii) any Retained Causes of Action, (iv) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order or any post-Effective Date transaction contemplated by the Plan and the Restructuring Transactions, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Restructuring Transactions, or (v) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval pursuant to Bankruptcy Rule 9019, of the releases set forth in Section 10.6(b) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the releases contained in Section 10.6(b) of the Plan are: (i) consensual; (ii) in exchange for good and valuable consideration provided by the Released Parties, including, the Released Parties' contribution to facilitating the Restructuring Transactions and implementing the Plan; (iii) a good faith settlement and compromise of the Claims, Interests, Causes of Action and liabilities released by the releases set forth in Section 10.6(b) of the Plan; (iv) in the best interests of the Debtors Estates and all Holders of Claims and Interests; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for a hearing; and (vii) a bar to any of the Releasing Parties from asserting any Claims or Cause of Action released pursuant to Section 10.6(b) of the Plan.

vii. Exculpation

Notwithstanding anything in the Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of, the Chapter 11 Cases; the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement, the Restructuring Transactions, the Plan, the Global Settlement, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments, or other documents; the solicitation of votes on the Plan; the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the Plan, whether or not such distribution occurs following the Effective Date; the occurrence of the Effective Date, the Sale Process; the assumption, rejection or termination of any executory contract, unexpired lease, Benefit Plans, insurance policy, surety bond or other agreement during the Chapter 11 Cases or under the Plan; negotiations regarding or concerning any of

the foregoing; or the administration of the Plan or property to be distributed under the Plan; except, in each case, for actions determined by Final Order to constitute gross negligence, willful misconduct, or actual fraud. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability.

viii. Subordinated Claims

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

ix. Retention of Causes of Action/Reservation of Rights

Except as otherwise provided in Sections 10.5, 10.6, and 10.7 of the Plan, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately prior to the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including any affirmative Causes of Action against parties with a relationship with the Debtors. Other than those Claims and Causes of Action assigned to the Liquidating Trust pursuant to Section 5.8 of the Plan, including but not limited to the Liquidating Trust Causes of Action, the applicable Reorganized Debtors shall have, retain, reserve, and be entitled to assert all Claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses notwithstanding the occurrence of the Effective Date, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted by the applicable Reorganized Debtor after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

x. Ipso Facto and Similar Provisions Ineffective

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any entity based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation; or (d) the restructuring.

xi. Solicitation of Plan

As of and subject to the occurrence of the Confirmation Date: (a) the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including sections 1125(a) and (e) of the

Bankruptcy Code, and any applicable non-bankruptcy Law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation and (b) the Debtors and each of their respective directors, officers, employees, affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any Securities under the Plan, and therefore are not, and on account of such offer, issuance, and solicitation shall not be, liable at any time for any violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any Securities under the Plan.

xii. Corporate and Limited Liability Company Action

Upon the Effective Date, all actions of the Debtors or the Reorganized Debtors, as applicable, contemplated by the Plan shall be deemed authorized and approved in all respects in accordance with and subject to the terms and conditions of the Plan. All matters provided for in the Plan or the Plan Supplement involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan or the Restructuring Transactions shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, Securities, and instruments, certificates of merger, certificates of conversion, certificates of incorporation, or comparable documents, or franchise tax reports contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors, including, the New Governance Documents the New Term Loan Credit Documents, and any and all other agreements, documents, Securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Section 10.12 of the Plan shall be effective notwithstanding any requirements under non-bankruptcy Law.

J. Retention of Jurisdiction

i. Retention of Jurisdiction

On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to adjudicate motions and/or applications for the assumption, assumption and assignment, or rejection of executory contracts or unexpired leases, including disputes over Cure Amounts, and the allowance, classification, priority, compromise, estimation, or payment of Claims resulting therefrom;

(b) to adjudicate any motion, adversary proceeding, application, contested matter, and other litigated matter pending on the Effective Date;

(c) to ensure that distributions to Holders of Allowed Claims are accomplished as provided for in the Plan, the Liquidating Trust Agreement, and Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan, including, cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely paid;

(d) to adjudicate the allowance, disallowance, classification, priority, compromise, estimation, or payment of any Claim;

(e) to enter, implement or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(f) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) to adjudicate any application or motion to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) to determine all Professional Fee Claims;

(i) to adjudicate any and all matters related to section 1141 of the Bankruptcy Code;

(j) to adjudicate disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Liquidating Trust Agreement, or the Confirmation Order or any agreement, instrument, or other document governing or relating to any of the foregoing;

(k) to take any action and issue such orders as may be necessary to construe, interpret, enforce, implement, execute, and consummate the Plan;

(l) to adjudicate such other matters and for such other purposes as may be provided in the Confirmation Order;

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

(n) to adjudicate any and all matters related to Article X of the Plan, including the releases, discharge, exculpations, and injunctions issued thereunder;

(o) to adjudicate disputes concerning Disputed Claims or the administration thereof;

- (p) to enter one or more final decrees closing the Chapter 11 Cases;
- (q) to adjudicate any and all disputes arising from or relating to distributions under the Plan;
- (r) to adjudicate disputes as to the ownership of any Claim or Interest;
- (s) to recover all assets of the Debtors and property of the Debtors' Estates, wherever located;
- (t) to adjudicate any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any Bar Date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;
- (u) to adjudicate any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;
- (v) hear and finally determine any Liquidating Trust Causes of Action that may be brought by the Liquidating Trust;
- (w) to adjudicate any dispute over the application to any Claim of any limit on the allowance of such Claim set forth in sections 502 or 503 of the Bankruptcy Code, other than defenses or limits that are asserted under non-bankruptcy law pursuant to section 502(b)(1) of the Bankruptcy Code; and
- (x) to adjudicate any other matters related to the Plan and not inconsistent with the Bankruptcy Code and title 28 of the United States Code.

ii. Courts of Competent Jurisdiction

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

K. Miscellaneous Provisions

i. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code and any interest thereon pursuant to 31 U.S.C. § 3717 ("***Quarterly Fees***") shall be paid in full in Cash on or before the Effective Date by the Debtors including with respect to the distributions made on the Effective Date to the Liquidating Trust. After the Effective Date, the Reorganized Debtors or the Liquidating Trust, as applicable, shall pay all Quarterly Fees in full in Cash when due in each Debtor's case until such time as a final decree is entered closing a particular Debtor's case, a Final Order converting such Debtor's case to a case under chapter 7 of the Bankruptcy Code is entered,

or a Final Order dismissing such Debtor's case is entered, whichever occurs first. The Debtors shall file all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court a post-confirmation quarterly report for each Debtor's case for each quarter such case is pending, using UST Form 11-PCR, and the Liquidating Trust shall file a post-confirmation quarterly report per quarter, using UST Form 11-PCR, until the closing of all of the cases. Notwithstanding anything to the contrary in the Plan, (i) Quarterly Fees are Allowed; (ii) the U.S. Trustee shall not be required to file any proof of Claim or any other request(s) for payment (including any request for Administrative Expense Claim) with respect to Quarterly Fees; and (iii) the U.S. Trustee shall not be treated as providing any release under the Plan.

ii. Substantial Consummation of the Plan

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

iii. Dissolution of the Committee

On the Effective Date, the Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; *provided that* following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Professional Fee Claims and/or applications, and any relief related thereto, for Committee Professionals; and (b) any appeals of the Confirmation Order or other appeals to which the Committee is a party. Except as set forth in the prior proviso, the Debtors, the Reorganized Debtors, and the Estates shall not be responsible for paying any fees or expenses incurred by the Committee or any other statutory committee, including counsel and advisors thereto, after the Effective Date.

iv. Request for Expedited Determination of Taxes

The Reorganized Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns of the Debtors filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

v. Exemption from Certain Transfer Taxes

Pursuant to section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any Securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust, or other security interest, (c) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan or the revesting, transfer, or sale of any real or personal property of the Debtors pursuant to, in implementation of or as contemplated in the Plan (whether to one or more of the Reorganized Debtors or otherwise), and (d) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, or other similar tax, mortgage tax, real estate transfer tax, mortgage

recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city, or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

vi. Amendments

(a) The Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code. After entry of the Confirmation Order, the Debtors may, upon order of the Bankruptcy Court, amend, modify, or supplement the Plan in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, in each case without additional disclosure pursuant to section 1125 of the Bankruptcy Code; *provided*, that any modifications or amendments to the form or substance of the Plan, including, for the avoidance of doubt, any modifications or amendments to the Plan Term Sheet, shall require the consent of Lynrock and the Committee.

(b) Before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement to cure any non-substantive ambiguity, defect (including any technical defect), or inconsistency, without further order or approval of the Bankruptcy Court.

vii. Revocation or Withdrawal of the Plan

The Debtors may revoke or withdraw the Plan prior to the Effective Date as to any or all of the Debtors, including in the exercise of the Debtors' respective fiduciary duties. If, with respect to a Debtor, the Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing of or limiting to an amount of any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Entity, (ii) prejudice in any manner the rights of such Debtor or any other Entity, or (iii) constitute an admission of any sort by any Debtor, any Consenting Creditors, or any other Entity.

viii. Severability of Plan Provisions

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or

interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors, the Committee, the Reorganized Debtors, or Lynrock, solely to the extent that a particular term or provision affects the legal and/or economic rights of each such party under the Plan and (c) nonseverable and mutually dependent.

ix. Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement or a Definitive Document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

x. Time

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

xi. Dates of Actions to Implement the Plan

In the event that any payment or act under the 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 or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

xii. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Holders of Claims (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), the Released Parties, the Exculpated Parties and each of their respective successors and assigns, including the Reorganized Debtors.

**VII.
TRANSFER RESTRICTIONS AND CONSEQUENCES
UNDER FEDERAL SECURITIES LAWS**

The offer and issuance of and the distribution under the Plan of the New Equity Interests and the Class A Liquidating Trust Interests (to the extent constituting securities under the Securities Act and other applicable securities law) to holders of Lynrock Claims shall be exempt

from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code.

Section 1145 of the Bankruptcy Code generally exempts from registration under the Securities Act the offer or sale under a chapter 11 plan of a security of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under a plan, if such securities are offered or sold in exchange for a claim against, or an interest in, or a claim for an administrative expense in the case concerning the debtor or such affiliate, or principally in such exchange and partly for cash. In reliance upon this exemption, in the event of a Restructuring Transaction, the New Equity Interests and the Class A Liquidating Trust Interests (to the extent constituting securities under the Securities Act and other applicable securities law) offered and issued to holders of Lynrock Claims generally will be exempt from the registration requirements of the Securities Act, and state and local securities laws. These securities may be resold without registration under the Securities Act or other federal or state securities laws pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Under section 1145(b) of the Bankruptcy Code an “underwriter” for purposes of the Securities Act is one who, except with respect to ordinary trading transactions, (i) purchases a claim against the debtor with a view to distribution of any security to be received in exchange for the claim, (ii) offers to sell securities issued under a plan for the holders of such securities, (iii) offers to buy securities issued under a chapter 11 plan from persons receiving such securities, if the offer to buy is made with a view to distribution or (iv) is an issuer, as used in Section 2(a)(11) of the Securities Act, with respect to such securities, which includes control persons of the issuer. Parties who believe they may be statutory underwriters as defined in section 1145 of the Bankruptcy Code are advised to consult with their own legal advisors as to the availability of the exemption provided by Rule 144.

Notwithstanding the foregoing, control person underwriters may be able to sell securities without registration pursuant to the resale limitations of Rule 144 of the Securities Act which, in effect, permit the resale of securities received by such underwriters pursuant to a chapter 11 plan, subject to applicable volume limitations, notice and manner of sale requirements, and certain other conditions. A person who will own ten percent (10%) or more of the voting securities of a reorganized debtor and/or has the right to appoint a director to the board of directors of a reorganized debtor may be presumed to be a control person and, therefore, subject to the foregoing resale limitations under Rule 144.

In any case, recipients of new securities issued under the Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirements or conditions to such availability.

Listing. Upon the Effective Date of the Plan, it is expected that, in the event of a Restructuring Transaction, the New Equity Interests will not be publicly traded or listed on any national securities exchange. Accordingly, no assurance can be given that a holder of such

securities will be able to sell such securities in the future or as to the price at which any sale may occur.

Legends. To the extent certificated, certificates evidencing the New Equity Interests held by holders of 10% or more of the outstanding New Equity Interests, or who are otherwise underwriters as defined in Section 1145(b) of the Bankruptcy Code, will bear a legend substantially in the form below:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND MAY NOT BE SOLD, OFFERED FOR SALE OR OTHERWISE TRANSFERRED UNLESS REGISTERED OR QUALIFIED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR UNLESS THE ISSUER RECEIVES AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

VIII.

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and the Reorganized Debtors, and U.S. Holders (as defined below) of Lynrock Claims and General Unsecured Claims (collectively, the “*Addressed Claims*”). This summary is based on the Internal Revenue Code of 1986, as amended (the “*Tax Code*”), the U.S. Treasury Regulations promulgated under the Tax Code (the “*Treasury Regulations*”), judicial decisions and published administrative rules and pronouncements of the Internal Revenue Service (the “*IRS*”), all as in effect on the date of this Disclosure Statement (collectively, “*Applicable Tax Law*”). Changes in Applicable Tax Law may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. The Debtors

have not requested, and do not intend to request, any ruling or determination from the IRS or any other taxing authority with respect to the tax consequences discussed in this Disclosure Statement, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed in this Disclosure Statement.

This summary does not address foreign, state, local, gift, or estate tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a holder in light of its individual circumstances or to a holder that may be subject to special tax rules (such as persons who are related to the Debtors within the meaning of the Tax Code, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, real estate investment trusts, regulated investment companies, passive foreign investment companies, controlled foreign corporations, tax-exempt organizations, pass-through entities, beneficial owners of pass-through entities, trusts, governmental authorities or agencies, dealers and traders in securities, subchapter S corporations, persons who hold Addressed Claims as part of a straddle, hedge, conversion transaction or other integrated investment, persons using a mark-to-market method of accounting, holders of Addressed Claims who are themselves in bankruptcy, persons subject to the alternative minimum tax or the “Medicare” tax on net investment income, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, U.S. expatriates and accrual method taxpayers that report income on an “applicable financial statement”). Furthermore, this summary assumes that a holder of an Addressed Claim holds only Addressed Claims in a single Class and holds such Addressed Claims as “capital assets” (within the meaning of section 1221 of the Tax Code). This summary also assumes that the various debt and other arrangements to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form. This summary does not discuss differences in tax consequences to holders of Addressed Claims that act or receive consideration in a capacity other than any other holder of an Addressed Claim of the same Class or Classes, and the tax consequences for such holders may differ materially from those described below. This summary does not address the U.S. federal income tax consequences to holders: (i) whose Claims are Unimpaired or otherwise entitled to payment in full in Cash under the Plan or (ii) that are deemed to reject the Plan.

For purposes of this discussion, a “**U.S. Holder**” is a beneficial owner of an Addressed Claim that is: (1) an individual citizen or resident of the United States for U.S. federal income tax purposes; (2) a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (A) if a court within the United States is able to exercise primary jurisdiction over the trust’s administration and one or more United States persons have authority to control all substantial decisions of the trust or (B) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person.

If a partnership (or other entity or arrangement treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a holder of an Addressed Claim the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the partner (or other beneficial owner) and the entity. Partners (or other beneficial owners) of partnerships (or other entity or arrangement

treated as a partnership or other pass-through entities) that are holders of Addressed Claims should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF AN ADDRESSED CLAIM. ALL HOLDERS OF ADDRESSED CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences to the Debtors and the Reorganized Debtors

For U.S. federal income tax purposes, Edgio is the common parent of an affiliated group of corporations that files a single consolidated U.S. federal income tax return (the “*Tax Group*”), of which the Debtors are members or flow-through entities, directly or indirectly, wholly-owned by a member of the Tax Group. The Debtors estimate that, as of December 31, 2023, the Tax Group had federal net operating loss (“*NOL*”) carryforwards of approximately \$330 million. In addition, the Debtors estimate that, as of December 31, 2023, the Tax Group also had interest expense carryforwards of approximately \$20 million. As discussed below, the Tax Group’s NOLs and other tax attributes may be, in connection with the implementation of the Plan, significantly reduced or subject to limitation.

i. Cancellation of Debt and Reduction of Tax Attributes

In general, absent an exception, a debtor will realize and recognize significant cancellation of indebtedness income (“*COD Income*”) upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of: (i) the amount of Cash paid; (ii) the issue price of any new indebtedness of the taxpayer issued; and (iii) the fair market value of any other consideration (including stock of the debtor or another entity) given in satisfaction of such satisfied indebtedness at the time of the exchange.

Under section 108 of the Tax Code, a debtor generally is not, however, required to include any amount of COD Income in gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a debtor must reduce its tax attributes (such as current year losses, NOL carryforwards, capital loss carryforwards, tax credits and, subject to certain limitations, tax basis in assets) by the amount of COD Income that it excluded from gross income pursuant to section 108 of the Tax Code. The reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. Any excess COD Income over the amount of available tax attributes will generally not give rise to U.S. federal income tax and will generally have no other U.S. federal income tax impact. Where the debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury Regulations require, in certain circumstances, that certain tax attributes of other members of the group also be reduced.

In connection with the implementation of the Plan, the Debtors are expected to realize COD Income. The exact amount of any COD Income that will be realized by the Debtors will depend, as noted, on the amount of Cash paid, the issue price of any new indebtedness, and the fair market value of any other consideration, including Liquidating Trust Interests and New Equity Interests, transferred in satisfaction of the Addressed Claims and, therefore, will not be determinable until the consummation of the Plan. Correspondingly, the amount of the Debtors' NOL carryforwards and other tax attributes remaining after any required reduction as a result of any COD Income, will also not be determinable until the consummation of the Plan.

ii. **Limitation of NOL Carryforwards and Other Tax Attributes**

Under sections 382 and 383 of the Tax Code, if a corporation undergoes an “ownership change,” the amount of any NOLs, interest expense carryforwards, tax credit carryforwards, net unrealized built-in losses, and possibly certain other attributes of the corporation allocable to periods prior to the ownership change (collectively, “**Pre-Change Losses**”) that may be utilized to offset future taxable income generally are subject to an annual limitation. If the Reorganized Debtors succeed to any Pre-Change Losses, the implementation of the Plan is expected to result in an “ownership change” of the Reorganized Debtors and, as a result, the Reorganized Debtors' use of those Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the Tax Code applies. For this purpose, if a corporation (or consolidated group) has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of “built-in” income and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a corporation's (or consolidated group's) net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) \$10,000,000 or (b) 15% of the fair market value of its assets (with certain adjustments) before the ownership change. On September 9, 2019, the IRS issued proposed regulations that would significantly modify the calculation and treatment of net unrealized built-in gains and losses; however, the IRS amended the proposed effective date provision of those regulations to exempt from the new regulations ownership changes pursuant to chapter 11 cases filed prior to the regulations becoming effective. Thus, if the proposed regulations are finalized in their current form, the proposed regulations are not expected to apply to the Reorganized Debtors and the remainder of this discussion assumes they will not apply.

(a) **General Section 382 Annual Limitation**

In general, the amount of the annual limitation to which a corporation that undergoes an “ownership change” would be subject to is equal to the product of (a) the fair market value of the stock of the corporation immediately before the “ownership change” (with certain adjustments) multiplied by (b) the “long-term tax-exempt rate” (3.67% for ownership changes occurring in March 2025). A limitation pursuant to section 382 of the Tax Code may be increased to the extent that the company recognizes certain built-in gains in its assets during the five-year period following the ownership change or is treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65 (in either case, up to the amount of the company's original net unrealized built-in gain). Section 383 of the Tax Code applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby

increasing the annual limitation in the subsequent taxable year. As discussed below, however, special rules may apply in the case of a corporation that experiences an ownership change as the result of a bankruptcy proceeding.

(b) Special Bankruptcy Exception

An exception to the forgoing annual limitation rules generally applies when so-called “qualified creditors” of a debtor corporation in a chapter 11 case receive, in respect of their Addressed Claims, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation, if also in chapter 11) pursuant to a confirmed chapter 11 plan (the “**382(l)(5) Exception**”). Under the 382(l)(5) Exception, a debtor’s Pre-Change Losses are not limited on an annual basis, but instead, NOL carryforwards and/or interest expense carryforwards will be reduced by the amount of any interest deductions claimed during the taxable year prior to and including the effective date of the plan of reorganization, in respect of all debt converted into stock in the reorganization. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another “ownership change” within two years after the Effective Date, then the Reorganized Debtors’ Pre-Change Losses thereafter would be effectively eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor does not qualify for it or the debtor otherwise elects not to utilize the 382(l)(5) Exception), a second special rule will generally apply (the “**382(l)(6) Exception**”). Under the 382(l)(6) Exception, the annual limitation will be calculated by reference to the lesser of the value of the debtor corporation’s new stock (with certain adjustments) immediately after the ownership change or the value of such debtor corporation’s assets (determined without regard to liabilities) immediately before the ownership change. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an “ownership change” to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that under the Section 382(l)(6) Exception the debtor corporation is not required to reduce its NOL carryforwards and/or interest expense carryforwards by the amount of interest deductions claimed within the prior three-year period, and the debtor may undergo a change of ownership within two years without automatically triggering the elimination of its Pre-Change Losses. The resulting limitation would be determined under the regular rules for ownership changes.

The application of section 382 of the Tax Code, including whether the 382(l)(5) Exception may apply, will need to be considered after taking into account any reduction of NOLs or other tax attributes for COD Income and the impact of any prior section 382 ownership changes to a portion of the Debtors’ existing NOLs and other tax attributes.

iii. Transfer of the Liquidating Trust Assets to the Liquidating Trust

The Debtors will transfer the Liquidating Trust Assets to the Liquidating Trust for the benefit of certain Holders of Claims against the Debtors’ estates. The transfer of the Liquidating Trust Assets to the Liquidating Trust is expected to be treated as a taxable transfer of such assets by the Debtors. As such, a transfer of the Liquidating Trust Assets to the Liquidating Trust may result in the recognition of gain or loss by the Debtors, depending in part on the value of any such

non-cash assets on the date of such transfer to the Liquidating Trust relative to the Debtors' tax basis in such assets.

C. Certain U.S. Federal Income Tax Consequences to U.S. Holders

i. Consequences of Exchange for U.S. Holders of Lynrock Claims

Edgio will be Reorganized Edgio and the issuer of the New Equity Interests. The U.S. federal income tax consequences to U.S. Holders of Allowed Lynrock Claims will depend on a number of factors including (i) whether the Allowed Lynrock Claims surrendered and/or any newly issued debt received by such holders constitute "securities" for U.S. federal income tax purposes, (ii) the precise structure for executing the Restructuring Transactions and (iii) the type and total amount of consideration received by U.S. Holders of Allowed Lynrock Claims in exchange for the Allowed Lynrock Claims surrendered. U.S. Holders of Lynrock Claims should consult with their tax advisors as to the particular tax consequences to them of the transactions contemplated by the Plan, including the tax consequences of receiving the Plan consideration and owning the New Equity Interests.

ii. Consequences of Exchange for U.S. Holders of General Unsecured Claims

Pursuant to the Plan, in full and final satisfaction of Allowed General Unsecured Claims, each holder thereof will receive its Pro Rata share of Class B Liquidating Trust Interests. A U.S. Holder of an Allowed General Unsecured Claim should recognize gain or loss on such Allowed General Unsecured Claim in an amount equal to the difference between the value of the Class B Liquidating Trust Interests received and the U.S. Holder's tax basis in their Allowed General Unsecured Claim. To the extent that a portion of the consideration received in exchange for its Allowed General Unsecured Claim is allocable to accrued but unpaid interest or OID (as defined below), the U.S. Holder may recognize ordinary income. See "*Accrued Interest and OID*" and "*Market Discount*", below. If the recognized gain is capital gain, it generally would be long-term capital gain if the U.S. Holder has held its Allowed General Unsecured Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations (as discussed below).

(a) Accrued Interest and OID

In general, to the extent that any amount received by a U.S. Holder of an Allowed General Unsecured Claim is attributable to accrued but unpaid interest or original issue discount ("**OID**") on the debt instruments constituting the Allowed General Unsecured Claim, as applicable, the receipt of such amount should be taxable to the U.S. Holder as ordinary interest income (if not previously included in such U.S. Holder's gross income). Conversely, a U.S. Holder of an Allowed General Unsecured Claim may be able to recognize a deductible loss (or, possibly, a write off against a reserve for worthless debts) to the extent that any accrued interest or OID previously was included in the U.S. Holder's gross income but was not paid in full. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair value of the consideration is not sufficient to fully satisfy all principal of and interest on an Allowed General Unsecured Claim, the extent to which such consideration will be

attributable to accrued interest or OID is unclear. Under the Plan, the aggregate consideration received in respect of an Allowed General Unsecured Claim will be allocated first to the principal amount of such Allowed General Unsecured Claim, with any excess allocated to unpaid interest that accrued on the Allowed General Unsecured Claim, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but unpaid interest. The IRS could take the position that the consideration received by the U.S. Holder should be allocated in some way other than as provided in the Plan. U.S. Holders of General Unsecured Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

(b) Market Discount

Under the “market discount” provisions of the Tax Code, some or all of any gain realized by a U.S. Holder of an Allowed General Unsecured Claim who receives consideration pursuant to the Plan in satisfaction of its General Unsecured Claim, as applicable, may be treated as ordinary income (instead of capital gain), to the extent of the amount of “market discount” on the debt instruments constituting the Allowed General Unsecured Claim, as applicable. In general, a debt instrument is considered to have been acquired with “market discount” if it is acquired other than at original issue and if the U.S. Holder’s adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding “qualified stated interest” or (b) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a *de minimis* amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of an Allowed General Unsecured Claim acquired with market discount generally should be treated as ordinary income to the extent of the market discount that accrued thereon while the General Unsecured Claim, as applicable, was considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued). U.S. Holders are urged to consult their own tax advisors regarding the tax consequences of the exchange of General Unsecured Claims that were acquired with market discount pursuant to the Plan.

(c) Limitation on Use of Capital Losses

U.S. Holders who recognize capital losses will be subject to limits on their use of capital losses. For U.S. Holders other than corporations, capital losses may be used to offset any capital gains (without regard to holding periods) plus ordinary income to the extent of the lesser of (i) \$3,000 (or \$1,500 for married individuals filing separate returns), or (ii) the excess of the capital losses over the capital gains. Non-corporate U.S. Holders may carry over unused capital losses and apply them to capital gains and a portion of their ordinary income. For corporate U.S. Holders, capital losses may only be used to offset capital gains. U.S. Holders who have more capital losses than can be used in a tax year may be allowed to carry over the excess capital losses for use in succeeding tax years. For corporate U.S. Holders, unused capital losses may be carried forward for the five years following the capital loss year or carried back to the three years preceding the

capital loss year. Non-corporate U.S. Holders may carry over unused capital losses for an unlimited number of years.

iii. Tax Treatment of the Liquidating Trust and Holders of Liquidating Trust Interests

(a) Classification of the Liquidating Trust

The Liquidating Trust is intended to qualify as a “liquidating trust” for U.S. federal income tax purposes. In general, a liquidating trust is not a separate taxable entity, but rather is treated for U.S. federal income tax purposes as a “grantor trust” (*i.e.*, all income and loss is taxed directly to the liquidating trust beneficiaries). However, merely establishing a trust as a liquidating trust does not ensure that it will be treated as a grantor trust for U.S. federal income tax purposes. The IRS, in Revenue Procedure 94-45, 1994-2 C.B. 684, set forth the general criteria for obtaining an IRS ruling as to the grantor trust status of a liquidating trust under a chapter 11 plan. The Liquidating Trust will be structured to comply with such general criteria. Pursuant to the Plan, and in conformity with Revenue Procedure 94-45, all parties (including, without limitation, the Debtors, the Liquidating Trustee of the Liquidating Trust, and the beneficial owners of the Liquidating Trust) will be required to treat, for U.S. federal income tax purposes, the Liquidating Trust as a grantor trust of which the beneficial owners of the Liquidating Trust are the owners and grantors. The following discussion assumes that the Liquidating Trust will be treated as a grantor trust for U.S. federal income tax purposes. However, no opinion of counsel has been requested regarding the tax status of the Liquidating Trust as a grantor trust. Accordingly, there can be no assurance that the IRS would not take a contrary position. If the IRS were to successfully challenge the tax classification of the Liquidating Trust, the U.S. federal income tax consequences to the Liquidating Trust, the holders of the Liquidating Trust Interests and the Debtors could vary from those described herein (including the potential for an entity-level tax on the income of the Liquidating Trust).

(b) General Tax Reporting by the Liquidating Trust and its Beneficiaries

For all U.S. federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidating Trustee of the Liquidating Trust, and the beneficial owners of the Liquidating Trust) must treat the transfer of the Liquidating Trust Assets to the Liquidating Trust in accordance with the terms of the Plan. Pursuant to the Plan, the Liquidating Trust Assets transferred to the Liquidating Trust will be treated, for U.S. federal income tax purposes, as having been transferred, subject to any obligations relating to the Liquidating Trust Assets, directly to the applicable beneficial owners of the Liquidating Trust (with each beneficial owner of the Liquidating Trust receiving an undivided interest in the Liquidating Trust Causes of Action in accordance with their economic interest in the Liquidating Trust Causes of Action), followed by the transfer by the holders of the Liquidating Trust Assets to the Liquidating Trust in exchange for the interests in the Liquidating Trust. Accordingly, all parties must treat the Liquidating Trust as a grantor trust of which the beneficial owners of the Liquidating Trust are the owners and grantors, and thus as the direct owners of an undivided interest in the Liquidating Trust Assets, consistent with their economic interests therein, for all U.S. federal income tax purposes.

Allocations of taxable income of the Liquidating Trust among the beneficial owners of the Liquidating Trust shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Liquidating Trust had distributed all its assets (valued at their tax book value) to the beneficial owners of the Liquidating Trust, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining assets of the Liquidating Trust. The tax book value of the assets of the Liquidating Trust for this purpose shall equal their fair market value on the date of the transfer of the Liquidating Trust Assets to the Liquidating Trust, adjusted in accordance with tax accounting principles prescribed by the Tax Code, applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

As soon as reasonably practicable after the transfer of the Liquidating Trust Assets to the Liquidating Trust, the Liquidating Trust shall make a good faith valuation of the Liquidating Trust Assets. All parties to the Liquidating Trust Agreement and all Liquidating Trust Beneficiaries (including, without limitation, the Debtors and the beneficial owners of the Liquidating Trust) must consistently use such valuation for all U.S. federal income tax purposes. The valuation will be made available, from time to time, as relevant for tax reporting purposes.

Taxable income or loss allocated to beneficial owners of the Liquidating Trust will be treated as income or loss with respect to such beneficial owner's undivided interest in the assets of the Liquidating Trust, and not as income or loss with respect to its prior Addressed Claim. The character of any income and the character and ability to use any loss will depend on the particular situation of the beneficial owner of the Liquidating Trust. It is currently unknown whether and to what extent any interests in the Liquidating Trust will be transferable.

The U.S. federal income tax obligations of a holder with respect to its interest in the Liquidating Trust are not dependent on the Liquidating Trust distributing any cash or other proceeds. Thus, a holder may incur a U.S. federal income tax liability with respect to its allocable share of the Liquidating Trust income even if the Liquidating Trust does not make a concurrent distribution to the holder. In general, a distribution of cash by the Liquidating Trust will not be separately taxable to a beneficial owner of an interest in the Liquidating Trust since the beneficiary is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by the Liquidating Trust).

The Liquidating Trustee of the Liquidating Trust will comply with all applicable governmental withholding requirements and will file with the IRS tax returns for the Liquidating Trust consistent with its classification as a grantor trust pursuant to Treasury Regulation section 1.671-4(a). The Liquidating Trustee also will send annually to each holder of a beneficial interest in the Liquidating Trust a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S. federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns.

iv. Information Reporting and Back-Up Withholding

The Debtors and Reorganized Debtors will withhold all amounts required by law to be withheld and will comply with all applicable reporting requirements of the Tax Code. In general, information reporting requirements may apply to distributions or payments made to a holder of an Addressed Claim under the Plan. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable withholding rate (currently 24%). Backup withholding generally applies unless, in the case of a U.S. Holder, such U.S. Holder provides a properly executed IRS Form W-9 (or otherwise establishes such U.S. Holder’s eligibility for an exemption). Backup withholding is not an additional tax but is, instead, an advance payment that may entitle the holder to a refund from the IRS to the extent it results in an overpayment of tax, provided that the required information is timely provided to the IRS.

In addition, from an information reporting perspective, the Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the holders' tax returns.

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF ADDRESSED CLAIMS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

IX.

CERTAIN RISK FACTORS TO BE CONSIDERED

Prior to voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the information set forth in this Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto. The factors below should not be regarded as the only risks associated with the Plan or its implementation. New factors, risks and uncertainties emerge from time to time, and it is not possible to predict all such factors, risks and uncertainties.

A. Certain Bankruptcy Law Considerations

i. Risk of Non-Confirmation of Plan

Although the Debtors believe that the Plan satisfies all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will

reach the same conclusion or that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Moreover, the Debtors can make no assurances that they will receive the requisite acceptances to confirm the Plan with respect to each Debtor, and even if all the Voting Classes vote in favor of the Plan or the requirements for “cramdown” are met with respect to any Class that rejects the Plan, the Bankruptcy Court, which may exercise substantial discretion as a court of equity, may choose not to confirm the Plan. Finally, if a party objects to the proposed substantive consolidation of the Debtors and their respective Estates under the Plan, and the Debtors are unable to prove to the Bankruptcy Court that the Debtors satisfy the standards for substantive consolidation, the Disclosure Statement may not be approved, and/or the Plan may not be confirmed. If the Plan is not confirmed, Lynrock may move forward with the purchase of the Acquired Assets (as defined in the Uplynk Sale Order) pursuant to section 363 of the Bankruptcy Code. Accordingly, the Debtors are not certain that the Restructuring Transactions will be consummated as planned (including with respect to the establishment of the Liquidating Trust and distribution of interests therein), and it is unclear what distributions Holders of Allowed Claims ultimately would receive with respect to their Claims in a subsequent plan of reorganization or liquidation.

ii. Risk of Failing to Satisfy the Vote Requirement

In the event that the Debtors are unable to get sufficient votes from either of the Voting Classes, the Debtors may seek to accomplish an alternative chapter 11 plan or seek to cram down the Plan on non-accepting classes. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to holders of Allowed Claims as those proposed in the Plan.

iii. Risk of Non-Consensual Confirmation

In the event that any impaired class of Claims or Interests does not accept or is deemed not to accept the Plan, the Bankruptcy Court may nevertheless confirm such Plan at the request of the Debtors if at least one impaired class has accepted the Plan (with such acceptance being determined without including the vote of any “insider” in such class), and as to each impaired class that has not accepted the Plan, the Bankruptcy Court determines that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to the dissenting impaired classes. Should any Class vote to reject the Plan, then these requirements must be satisfied with respect to such rejecting Classes. The Debtors believe that the Plan satisfies these requirements.

iv. Risk Related to DIP Facility

The DIP Facility is intended to provide liquidity to the Debtors during the pendency of the Chapter 11 Cases. If the Chapter 11 Cases take longer than expected to conclude, or in the event of a breach of a milestone or another event of default under the DIP Facility, which could occur if the Plan is not confirmed on the proposed timeline, the Debtors may exhaust or lose access to their financing. If that happened, there is no assurance that they will be able to obtain additional financing from their existing lenders or otherwise. In either such case, the liquidity necessary for the orderly functioning of the Debtors’ business may be materially impaired.

v. **Risk Related to Possible Objections to the Plan**

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant Bankruptcy Code provisions, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection.

vi. **Risk of Non-Occurrence of Effective Date**

There can be no assurance as to the timing of the Effective Date. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article IX of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

vii. **Conversion to Chapter 7 Cases**

If no plan of reorganization can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Interests, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. See Article XII hereof, as well as the liquidation analysis attached hereto as **Exhibit 3** (the "***Liquidation Analysis***") for a discussion of the effects that a chapter 7 liquidation would or could have on the recoveries of holders of Claims and Interests. All or substantially all of the Debtors' assets are encumbered by prepetition liens, DIP liens and/or adequate protection liens such that there would not be any material unencumbered assets available for distribution in a chapter 7 liquidation.

B. Risks Relating to the Plan

i. **Claims Could Be More than Projected**

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which, in turn, could cause the value of distributions to each holder in the applicable Class to be reduced substantially. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the ultimate results. Furthermore, although the Debtors anticipate that Administrative Expense Claims have been projected properly, these amounts are likely to increase if the anticipated timeline of the Chapter 11 Cases is delayed or protracted litigation with the creditors of such entities occurs. The actual amount of Allowed Claims may vary from the Debtors' projections, and the variation may be material.

ii. **Claims Could be Determined to be Non-Dischargeable**

There can be no assurance that Claims from which the Debtors seek a discharge will be determined to be dischargeable by the Bankruptcy Court. The Bankruptcy Court may find certain

Claims to be non-dischargeable, which may ultimately dilute recoveries for holders of other Claims.

iii. Global Settlement May Not Be Approved by the Bankruptcy Court

As described more fully above, the Plan incorporates a proposed Global Settlement among the Debtors, the Committee, and Lynrock, subject to certain modifications agreed to by the Debtors, Lynrock and the Committee following the execution of the Plan Term Sheet, as set forth in the Plan and described herein. The Global Settlement remains subject to approval of the Bankruptcy Court. Such approval may not be obtained.

iv. The Liquidating Trust May Fail to Realize Substantial Recoveries from the Liquidating Trust Causes of Action

As part of the Global Settlement, the Liquidating Trust shall be authorized and empowered to pursue all Liquidating Trust Causes of Action. The value of such Liquidating Trust Causes of Action are, however, not currently fixed. The Liquidating Trust may fail to realize substantial recoveries from the Liquidating Trust Causes of Action. Because the proceeds from certain of the Liquidating Trust Causes of Action, net of Liquidating Trust expense, shall be shared between Lynrock and the holders of Allowed General Unsecured Claims, the failure to realize recoveries from the Liquidating Trust Causes of Action will reduce the value available for distributions to Lynrock and holders of Allowed General Unsecured Claims.

v. The Liquidating Trust Expenses are Currently Unknown

As more fully discussed in the Plan, the Liquidating Trust will incur certain Liquidating Trust Expenses and Liquidating Trust GUC expenses in connection with pursuing the Liquidating Trust Causes of Action. The Liquidating Trust shall also be responsible for the payment of Liquidating Trust GUC Expenses associated with the reconciliation of General Unsecured Claims, including the fees and expenses incurred by professionals selected by the Liquidating Trust in connection with such reconciliation process. The amount of Liquidating Trust expenses that will be incurred in connection with pursuing the Liquidating Trust Causes of Action and General Unsecured Claim reconciliation process is unknown and ultimately will reduce the aggregate proceeds available for distributions to holders of Allowed General Unsecured Claims.

vi. Releases, Injunctions, and Exculpation Provisions May Not Be Approved

Article X of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the Debtors, Reorganized Debtors, or the Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan may not be approved. The Plan's release provisions are an inextricable component of the significant deleveraging and financial benefits embodied in the Plan, and if the releases are not approved, certain Released Parties may withdraw their support for the Plan.

vii. The Debtors may Identify Additional Contracts and/or Leases for Rejection Following the Filing of the Disclosure Statement

The Debtors are continuing to analyze their executory contracts and unexpired leases. Depending upon the outcome of this ongoing analysis, the Debtors may identify additional contracts or leases for rejection or assumption on modified terms. In the event that the Debtors identify additional contracts or leases for rejection as the Chapter 11 Cases progress, those rejections could lead to material changes in the Debtors' operations and relationships with contract counterparties, or amount of rejection damages Claims asserted in the Chapter 11 Cases. In addition, the Debtors may be engaged in discussions with certain contract counterparties on potential amendments to their executory contracts as a condition to such agreements' assumption under the Plan. The Debtors cannot guarantee that all contemplated amendments will be implemented, or that the Reorganized Debtors will obtain the benefits of such amendments on a post emergence basis, and certain of the agreements that remain subject to ongoing negotiations may ultimately be rejected in accordance with the Plan and the Bankruptcy Code.

viii. The Debtors may Seek to Amend, Waive, or Modify the Plan at Any Time Prior to Confirmation

The Debtors reserve the right, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and Section 12.6 of the Plan to amend or modify the Plan before the entry of the Confirmation Order or waive any conditions thereto if and to the extent such amendments or waivers are necessary or desirable to consummate the Plan; *provided*, that any modifications or amendments to the form or substance of the Plan, including, for the avoidance of doubt, any modifications or amendments to the Plan Term Sheet, shall require the consent of Lynrock and the Committee. The potential impact of any such amendment or waiver on Holders of Claims cannot presently be foreseen but may include a change in the economic impact of the Plan on some or all of the proposed Classes or a change in the relative rights of such Classes. All Holders of Claims and Interests will receive notice of such amendments or waivers required by applicable law and the Bankruptcy Court. If, after receiving sufficient acceptances, but prior to Confirmation of the Plan, the Debtors seek to modify the Plan, the previously solicited acceptances will be valid only if (a) all Classes of adversely affected creditors accept the modification in writing or (b) the Bankruptcy Court determines, after notice to designated parties, that such modification was de minimis or purely technical or otherwise did not adversely change the treatment of Holders of accepting Claims, or is otherwise permitted by the Bankruptcy Code.

ix. Other Parties in Interest may Be Permitted to Propose Alternative Chapter 11 Plans that may Be Less Favorable to Certain of the Debtors' Stakeholders than the Plan

Other parties in interest could seek authority from the Bankruptcy Court to propose an alternative chapter 11 plan. Under the Bankruptcy Code, a debtor in possession initially has the exclusive right to propose and solicit acceptances of a chapter 11 plan for a period of 120 days from the Petition Date, which may be extended with Bankruptcy Court approval for a period not to exceed 18 months. Such exclusivity period can be reduced or terminated upon order of the Bankruptcy Court. If such an order were to be entered or if the Bankruptcy Court denies the Debtors' request to extend such exclusivity period, other parties in interest would then have the

opportunity to propose alternative chapter 11 plans. If another party in interest were to propose an alternative chapter 11 plan following expiration or termination of the Debtors' exclusivity period, such a plan may be less favorable to existing Holders of Claims. If there were competing chapter 11 plans, the Chapter 11 Cases likely would become longer, more complicated, and much more expensive.

C. Factors Relating to Securities to Be Issued

i. Market for Securities

There is currently no market for the New Equity Interests and there can be no assurance as to the development or liquidity of any market for any such securities. The Reorganized Debtors are under no obligation to list any securities on any national securities exchange. Therefore, there can be no assurance that any of the foregoing securities will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the foregoing securities may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such securities could trade at prices higher or lower than the estimated value set forth in this Disclosure Statement depending upon many factors including, without limitation, prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor expectations for, the Reorganized Debtors. In addition, holders of New Equity Interests may be subject to certain restrictions contained in a shareholders agreement or limited liability company agreement (as applicable) which may include restrictions on the ability to transfer, as well as other limitations associated with, the New Equity Interests. Accordingly, holders of these securities may bear certain risks associated with holding securities for an indefinite period of time.

ii. Potential Dilution

The ownership percentage represented by the New Equity Interests distributed on the Effective Date under the Plan will be subject to dilution from any other shares that may be issued post-emergence, and the conversion of any options, warrants, convertible securities, exercisable securities, or other securities that may be issued at or post-emergence.

In the future, similar to all companies, additional equity financings or other share issuances by any of the Reorganized Debtors could adversely affect the value of the New Equity Interests issuable upon such conversion. The amount and dilutive effect of any of the foregoing could be material.

iii. New Equity Interests Subordinated to Reorganized Debtors' Indebtedness

In any subsequent liquidation, dissolution, or winding up of the Reorganized Debtors, the New Equity Interests would rank below all debt claims against the Reorganized Debtors, including claims in respect of the New Term Loans. As a result, holders of the New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of the Reorganized Debtors until after all the Reorganized Debtors' obligations to their debt holders have been satisfied.

iv. Trading Value of New Equity Interests

The value of the Reorganized Debtors may not be represented by the trading value of the New Equity Interests in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things: (1) prevailing interest rates; (2) conditions in the financial markets; (3) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (4) other factors that generally influence the prices of securities. The actual market price of the New Equity Interests is likely to be volatile. Many factors, including factors unrelated to the Reorganized Debtors' actual operating performance and other factors not possible to predict, could cause the market price of the New Equity Interests to rise and fall. Accordingly, the implied value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should not be construed as reflecting, values that will be attained for the New Equity Interests in the public or private markets.

D. Risks Relating to the Debtors' Businesses

i. Regulatory Risks

The Debtors are subject to extensive regulation by both the federal government and the state governments in which they provide services. These laws may constrain the business or financial arrangements and relationships through which the Debtors conduct operations. The laws and regulations in these areas are complex, changing and often subject to varying interpretations, and any failure to satisfy applicable laws and regulations could have a material adverse impact on the Debtors' business, results of operations, financial condition, cash flows and reputation. If the Debtors' operations are found to be in violation of any of the laws and regulations, the Debtors may be subject to the applicable penalty associated with the violation, including civil and criminal penalties, damages, fines, and the curtailment of the Debtors' operations.

Any penalties, damages, fines or curtailment of their operations, individually or in the aggregate, could adversely affect the Debtors' ability to operate and their financial results. The risks of being found in violation of these laws and regulations is increased by the fact that many of them have not been fully interpreted by the regulatory authorities or the courts, their provisions are open to a variety of interpretations, and such laws and regulations may apply to businesses acquired from time to time by the Debtors.

ii. Leverage and Ability to Service Debt

Although the Reorganized Debtors will have less indebtedness than the Debtors, the Reorganized Debtors will still have a significant amount of secured indebtedness, including significant interest expense and principal repayment obligations. Following the Effective Date, the Reorganized Debtors expect to have outstanding secured funded debt of \$40 million.

The degree to which the Reorganized Debtors will be leveraged could have important consequences because, among other things, it could affect the Reorganized Debtors' ability to satisfy their obligations under their secured indebtedness following the Effective Date; a portion of the Reorganized Debtors' cash flow from operations will be used for debt service and

unavailable to support operations, or for working capital, capital expenditures, expansion, acquisitions, or general corporate or other purposes; the Reorganized Debtors' ability to obtain additional debt financing or equity financing in the future may be limited; and the Reorganized Debtors' operational flexibility in planning for, or reacting to, changes in their business may be limited.

The Reorganized Debtors' ability to service their debt obligations will depend on, among other things, their future operating performance, which depends partly on economic, financial, competitive, and other factors beyond the Reorganized Debtors' control. Although the Debtors believe the Plan is feasible, there can be no assurance that the Reorganized Debtors will be able to generate sufficient cash from operations to meet their debt service obligations as well as fund necessary capital expenditures. In addition, if the Reorganized Debtors need to refinance their debt, obtain additional financing, or sell assets or equity, they may not be able to do so on commercially reasonable terms, if at all.

iii. Restrictive Covenants

The New Term Loan Credit Documents will contain various covenants that may limit the discretion of the Reorganized Debtors' management by restricting the Reorganized Debtors' ability to, among things, incur additional indebtedness, incur liens, make certain investments, pay dividends or make certain other restricted payments, consummate certain asset sales, enter into certain transactions with affiliates, merge, consolidate, and/or sell or dispose of all or substantially all of their assets. As a result of these covenants, the Reorganized Debtors will be limited in the manner in which they conduct their business, and they may be unable to engage in favorable business activities or finance future operations or capital needs.

Any failure to comply with the restrictions of the New Term Loan Credit Documents may result in an event of default. An event of default may allow Lynrock to accelerate the related debt as well as any other debt to which a cross-acceleration or cross-default provision applies.

E. Additional Factors

i. Debtors Could Withdraw or Amend the Plan

The Plan may be revoked, amended or withdrawn prior to the confirmation date by the Debtors; *provided*, that, in accordance with Section 12.6 of the Plan, any modifications or amendments to the form or substance of the Plan, including, for the avoidance of doubt, any modifications or amendments to the Plan Term Sheet, shall require the consent of Lynrock and the Committee. If the Debtors elect to do so, certain parties may assert that (i) the Plan and Disclosure Statement may require material modifications to reflect the terms of the alternative restructuring and the effect such transaction has on recoveries for creditors, and (ii) a re-solicitation of votes in respect of the modified Plan may be required. The Debtors reserve all rights with respect thereto.

ii. Risks Relating to the Challenge Period

Pursuant to the Disclosure Statement Order, the Confirmation Hearing is scheduled for June 13, 2025. As set forth in Article IV.D herein, the Challenge Period has expired for all parties other than the Committee, and the Committee's Challenge rights are being settled as part of the

Plan. Notwithstanding the foregoing, to the extent any party commences a Challenge, certain parties may assert that (i) the Disclosure Statement and Plan may need material modification or may need to be withdrawn, (ii) re-solicitation of votes may be necessary, and (iii) the Confirmation Hearing may need to be delayed. The Debtors reserve all rights with respect thereto.

iii. Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

iv. No Representations or Warranties Outside Disclosure Statement Are Authorized

No representations or warranties concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations, warranties, or other inducements made to secure your acceptance or rejection of the Plan that are other than those contained in, or included with, this Disclosure Statement should not be relied upon in making the decision to accept or reject the Plan.

v. No Legal or Tax Advice Is Provided by Disclosure Statement

The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult their own legal counsel and accountant or financial advisor as to legal, tax, and other matters concerning their Claim or Interest.

This Disclosure Statement is not legal advice to you. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

vi. No Admission Made

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

vii. Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Liquidating Trust may seek to investigate, file, and prosecute Claims, and may object to Claims after the Confirmation or Effective Date of the Plan irrespective of whether this Disclosure Statement identifies such Claims or objections to such Claims.

viii. Certain Tax Consequences

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Plan, see Article VIII hereof.

**X.
VOTING PROCEDURES AND REQUIREMENTS**

This Disclosure Statement, which is accompanied by a ballot to be used for voting on the Plan, is being distributed to the Holders of Claims in those Classes that are entitled to vote to accept or reject the Plan. The procedures and instructions for voting and related deadlines are set forth in the Disclosure Statement Order.

The discussion of the solicitation and voting process set forth in this Disclosure Statement is a summary only. Please refer to the Disclosure Statement Order for a more comprehensive description of the solicitation and voting process.

A. Voting Instructions and Voting Deadline

Only Holders of Class 3 Claims (Lynrock Claims) and Class 4 Claims (General Unsecured Claims) (collectively, the “**Eligible Holders**”) are entitled to vote to accept or reject the Plan, subject to certain exclusions. The Debtors are providing copies of this Disclosure Statement (including all exhibits and appendices) and related materials and a ballot in the solicitation packages to record Holders of the Lynrock Claims and the General Unsecured Claims.

Each ballot contains detailed voting instructions. Each ballot also sets forth in detail, among other things, the deadlines, procedures, and instructions for voting to accept or reject the Plan, the date for determining which creditors are entitled to vote on the Plan (the “**Voting Record Date**”), and the applicable standards for tabulating ballots. The Voting Record Date for determining which holders are entitled to vote on the Plan is May 5, 2025.

Please complete the information requested on the ballot, sign, date, and indicate your vote on the ballot, and return the completed ballot in accordance with the instructions set forth on the ballot.

FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT NO LATER THAN JUNE 6, 2025 (THE “VOTING DEADLINE**”).**

AN OTHERWISE PROPERLY COMPLETED, EXECUTED, AND TIMELY RETURNED BALLOT FAILING TO INDICATE EITHER ACCEPTANCE OR REJECTION OF THE PLAN OR INDICATING BOTH ACCEPTANCE AND REJECTION OF THE PLAN WILL NOT BE COUNTED IN DETERMINING THE ACCEPTANCE OR REJECTION OF THE PLAN.

If you are an Eligible Holder and you did not receive a ballot, received a damaged ballot, or lost your ballot, or if you have any questions concerning the procedures for voting on the Plan, please contact Omni by email at EdgioInquiries@OmniAgnt.com.

THE PLAN PROVIDES THE ELIGIBLE HOLDERS OF CLAIMS THAT OPT INTO GRANTING THE RELEASES ARE DEEMED TO HAVE GRANTED THE RELEASES SET FORTH THEREIN. IF AN ELIGIBLE HOLDER OF A CLAIM RECEIVES A BALLOT AND VOTES TO ACCEPT THE PLAN, AND CHECKS THE OPT-IN BOX ON SUCH BALLOT, SUCH ELIGIBLE HOLDER SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS SET FORTH IN SECTIONS 10.5, 10.6, AND 10.7 OF THE PLAN.

B. Parties Entitled to Vote

Claims in Class 3 Claims (Lynrock Claims) and Class 4 Claims (General Unsecured Claims) of the Plan are impaired and Eligible Holders in such Classes are entitled to vote to accept or reject the Plan. Claims and Interests in all other Classes under the Plan (Classes 1, 2, 5, 6, 7 and 8) are either unimpaired and presumed to accept or impaired and deemed to reject the Plan and are not entitled to vote. The Voting Record Date is the date on which it will be determined which holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan and whether Claims have been properly assigned or transferred under Bankruptcy Rule 3001(e) such that an assignee or transferee, as applicable, can vote to accept or reject the Plan as the holder of a Claim.

Holders in Classes 3 and 4 are entitled to vote to accept or reject the Plan except to the extent that (i) as of the Voting Record Date, such creditor's Claim is zero (\$0.00), (ii) as of the Voting Record Date, such creditor's Claim has been disallowed, expunged, disqualified or suspended, (iii) with respect to creditors holding Claims in Class 4, such creditor has not timely filed a proof of claim in accordance with the Bar Date Order as of the Voting Record Date and the Debtors have not scheduled such creditor's Claim or scheduled such creditor's claim in an undetermined amount or as contingent, unliquidated, or disputed; or (iv) such creditor's Claim is subject to an objection or request for estimation, subject to the procedures set forth in the solicitation procedures as set forth in the Disclosure Statement Order.

The Debtors will request confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code over the rejection of the Plan by any Class that is deemed to reject the Plan, and Section 1129(b) of the Bankruptcy Code permits the confirmation of a chapter 11 plan notwithstanding the rejection of such plan by one or more impaired classes of claims or equity interests. Under section 1129(b) of the Bankruptcy Code, a plan may be confirmed by a bankruptcy court if at least one class of Claims votes to accept the Plan and the Plan does not "discriminate unfairly" and is "fair and equitable" with respect to each rejecting class. For a more detailed description of the requirements for confirmation of a nonconsensual plan, *see* Section XI.C.ii of the Disclosure Statement.

**XI.
CONFIRMATION OF PLAN**

A. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. The Debtors will request that

the Bankruptcy Court schedule the Confirmation Hearing. Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the adjourned date made at the Confirmation Hearing, at any subsequent adjourned Confirmation Hearing, or pursuant to a notice filed on the docket of the Chapter 11 Cases.

B. Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and applicable local rules, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds thereof, and must be filed with the Bankruptcy Court, with a copy to the chambers of the United States Bankruptcy Judge appointed to the Chapter 11 Cases, together with proof of service thereof, and served upon the following parties, including such other parties as the Bankruptcy Court may order:

i. The Debtors at:

Edgio, Inc.
11811 N. Tatum Blvd., Ste. 3031
Phoenix, AZ 85028
Attn: [] ([]@edg.io)

ii. Counsel to the Debtors at:

Milbank LLP
55 Hudson Yards
New York, NY 10001
Telephone: (212) 530-5000
Attn: Dennis F. Dunne (ddunne@milbank.com)
Tyson Lomazow (tlomazow@milbank.com)
Lauren C. Doyle (ldoyle@milbank.com)
Benjamin M. Schak (bschak@milbank.com)

– and –

Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Attn: Mark D. Collins (collins@rlf.com)
Russell C. Silberglie (silberglie@rlf.com)
Brendan J. Schlauch (schlauch@rlf.com)

iii. Counsel to Lynrock at:

Akin Gump Strauss Hauer Feld LLP
One Bryant Park
New York, NY 10036
Attn: Michael S. Stamer (mstamer@akingump.com)
Meredith Lahaie (mlahaie@akingump.com)
Joseph Szydlo (jszydlo@akingump.com)

– and –

Pashman Stein Walder Hayden P.C.
824 N. Market Street, Suite 800
Wilmington, DE 19801
Attn: David B. Stratton (dstratton@pashmanstein.com)

iv. Office of the U.S. Trustee at:

Office of the U.S. Trustee for the District of Delaware
844 King Street
Suite 2207, Lockbox 35
Wilmington, Delaware 19801
Attention: Jane M. Leamy (jane.m.leafy@usdoj.gov)

v. The Committee at:

Kelley Drye & Warren LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
Attn: James S. Carr (jcarr@kelleydrye.com)
Jason R. Adams (jadams@kelleydrye.com)
Philip A. Weintraub (pweintraub@kelleydrye.com)
Connie Y. Choe (cchoe@kelleydrye.com)

– and –

Chipman Brown Cicero & Cole, LLP
1313 N. Market Street, Suite 5400
Wilmington, DE 19801
Attn: William E. Chipman, Jr. (chipman@chipmanbrown.com)
Mark D. Olivere (olivere@chipmanbrown.com)

C. Requirements for Confirmation of Plan

i. Requirements of Section 1129(a) of the Bankruptcy Code

(a) General Requirements

At the Confirmation Hearing, the Bankruptcy Court will determine whether the confirmation requirements specified in section 1129(a) of the Bankruptcy Code have been satisfied including, without limitation, whether:

- (i) the Plan complies with the applicable provisions of the Bankruptcy Code;
- (ii) the Debtors have complied with the applicable provisions of the Bankruptcy Code;
- (iii) the Plan has been proposed in good faith and not by any means forbidden by law;
- (iv) any payment made or promised by the Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court, and any such payment made before confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable;
- (v) the Debtors have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director or officer of the Reorganized Debtors, an affiliate of the Debtors participating in a Plan with the Debtors, or a successor to the Debtors under the Plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of the holders of Claims and Interests and with public policy, and the Debtors have disclosed the identity of any insider who will be employed or retained by the Reorganized Debtors, and the nature of any compensation for such insider;
- (vi) with respect to each Class of Claims or Interests, each holder of an impaired Claim or impaired Interest has either accepted the Plan or will receive or retain under the Plan, on account of such holder's Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code;
- (vii) except to the extent the Plan meets the requirements of section 1129(b) of the Bankruptcy Code (as discussed further below), each Class of Claims either accepted the Plan or is not impaired under the Plan;

- (viii) except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that administrative expenses and priority Claims, other than Priority Tax Claims, will be paid in full on the Effective Date, and that Priority Tax Claims will receive either payment in full on the Effective Date or deferred cash payments over a period not exceeding 5 years after the Petition Date, of a value, as of the Effective Date of the Plan, equal to the Allowed amount of such Claims;
- (ix) at least one Class of impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in such Class;
- (x) confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan; and
- (xi) all fees payable under section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Plan provides for the payment of all such fees on the Effective Date.

(b) **Best Interests Test**

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either (i) accept the plan, or (ii) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtor was liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the “best interests test.”

This test requires a Bankruptcy Court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor’s assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor’s assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of Impaired Claims and Interests will receive property with a value not less than the value such holders would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors’ belief is based primarily on (i) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of Impaired Claims and Interests, and (ii) the Liquidation Analysis, attached hereto as **Exhibit 4**.

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates, which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis is solely for the purpose of disclosing to holders of Claims and Interests the effects of a

hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation, nor can there be any assurance that a bankruptcy court will accept the Debtors' conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

(c) Feasibility

The Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization unless contemplated by the Plan. The Effective Date of the Plan will not occur unless the Restructuring Transactions contemplated by the Plan close. Upon such closing, the Reorganized Debtors will have sufficient funds to make the distributions required under the Plan. Moreover, the Reorganized Debtors' secured indebtedness will be reduced from \$244.5 million to \$40 million immediately upon emergence. In addition, the financial projections provided by the Debtors' management, attached to this Disclosure Statement as **Exhibit 4**, served as the basis, along with other financial information and projections provided by the Debtors, in estimating the value of the Reorganized Debtors. Accordingly, the Debtors believe that all Plan obligations will be satisfied without the need for a further reorganization.

(d) Equitable Distribution of Voting Power

On or before the Effective Date, pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, the organizational documents for the Debtors will be amended as necessary to satisfy the provisions of the Bankruptcy Code and will include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, (i) a provision prohibiting the issuance of non-voting equity securities, and (ii) a provision setting forth an appropriate distribution of voting power among classes of equity securities possessing voting power.

ii. Additional Requirements for Non-Consensual Confirmation

Under the Bankruptcy Code, a Class accepts a chapter 11 plan if (i) holders of 2/3 in amount and (ii) with respect to holders of Claims, more than a majority in number of the allowed claims in such class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept the Plan. Holders of Claims or Interests that fail to vote are not counted in determining the thresholds for acceptance of the Plan.

In the event that any Impaired Class of Claims or Interests does not accept or is deemed to reject the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, as to each impaired Class of Claims or Interests that has not accepted the Plan, the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Classes of Claims or Interests, pursuant to section 1129(b) of the Bankruptcy Code. Both of these requirements are in addition to other requirements established by case law interpreting the statutory requirements.

Pursuant to the Plan, holders of Claims and Interests in Class 5 (Intercompany Claims) (if so treated), Class 6 (Subordinated Claims), Class 7 (Edgio Interests) and Class 8 (Intercompany Interests) (if so treated) will not receive a distribution on account of their existing Claims or

Interests. However, the Debtors submit that they satisfy the “unfair discrimination” and “fair and equitable” tests as to Classes 4 through 8, as discussed in further detail below.

(a) **Unfair Discrimination Test**

The “unfair discrimination” test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under the Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting Class are treated in a manner consistent with the treatment of other Classes whose legal rights are substantially similar to those of the dissenting Class and if no Class of Claims or Interests receives more than it legally is entitled to receive for its Claims or Interests. This test does not require that the treatment be the same or equivalent, but that such treatment be “fair.”

The Debtors believe the Plan satisfies the “unfair discrimination” test as to Class 4 through 8. Claims of equal priority are receiving comparable treatment and such treatment is fair under the circumstances.

(b) **Fair and Equitable Test**

The “fair and equitable” test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to dissenting classes, the test sets different standards depending on the type of claims in such class. The Debtors believe that the Plan satisfies the “fair and equitable” test with respect to any dissenting Classes, as further explained below.

(i) Secured Creditors

The Bankruptcy Code requires that each holder of an impaired secured claim either (a) retain its liens on the property to the extent of the allowed amount of its secured claim and receive deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such claim, (b) have the right to credit bid the amount of its claim if its property is sold and retain its liens on the proceeds of the sale (or if sold, on the proceeds thereof), or (c) receive the “indubitable equivalent” of its allowed secured claim. The Plan provides that each holder of an Impaired secured Claim shall receive the treatment summarized above in Article VI of this Disclosure Statement, which the Debtors believe meets the “fair and equitable” test.

(ii) Unsecured Creditors

The Bankruptcy Code requires that either (a) each holder of an impaired unsecured claim receive or retain under the plan property of a value equal to the amount of its allowed claim or (b) the holders of claims and equity interests that are junior to the claims of the dissenting class not receive any property under the plan. The Plan provides that each holder of an Impaired unsecured Claim shall receive the treatment summarized above in Article VI of this Disclosure Statement, which the Debtors believe meets the “fair and equitable” test as to Classes 4 through 6.

(iii) Equity Interests

The Bankruptcy Code requires that either (a) each holder of an equity interest receive or retain under the plan property of a value equal to the greater of (i) the fixed liquidation preference or redemption price, if any, of such stock and (ii) the value of the stock, or (b) the holders of equity interests that are junior to any dissenting class of equity interests not receive any property under the plan. Pursuant to the Plan, all Edgio Interests will be cancelled and the holders of Edgio Interests will neither receive nor retain any property on account of such interests.

iii. **The Debtors' Releases and Third-Party Releases**

Section 10.6(a) of the Plan provides a release of certain claims and Causes of Action of the Debtors, the Reorganized Debtors, and the Estates against the Released Parties¹² in exchange for good and valuable consideration and valuable compromises made by the Released Parties (the “**Debtors' Releases**”). The Debtors' Releases do not release any claims or Causes of Action arising after the Effective Date against any party or affect the rights of the Debtors or Reorganized Debtors to enforce the terms of the Plan or any right or obligation arising under the Definitive Documents that remain in effect after the Effective Date. Section 10.6(b) of the Plan provides for the release of claims and Causes of Action held by the Releasing Parties against the Released Parties in exchange for good and valuable consideration and the valuable compromises made by the Released Parties (the “**Third-Party Releases**”, and together with the Debtor Releases, the “**Releases**”). Only parties that have opted-in to giving the Releases are “Releasing Parties” and thus, have voluntarily agreed to grant such Releases.

The Debtors believe, and will be prepared to demonstrate at the Confirmation Hearing, that the Releases and exculpation provisions of the Plan are consistent with applicable law and are a sound exercise of the Debtors' business judgment. The substantial contributions made by the Exculpated Parties to the Debtors' restructuring include, but are not limited to, (i) negotiating the Restructuring Transactions, as embodied in the Plan; (ii) obtaining substantial recoveries for unsecured creditors to which they may have not otherwise been entitled; and (iii) devoting significant time to navigating the Debtors through the Chapter 11 Cases in addition to their regular duties, including through participation in regular meetings of the Restructuring Committee, as well as meetings of the Debtors' boards of directors. In addition, the Releases are part of the Global Settlement.

XII.

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan

¹² Released Parties means collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the DIP Lender, (d) the Prepetition Secured Parties, and (e) each Related Party of each Entity in clause (a) through (d); *provided* that any Holder of a Claim or Interest that does not opt in to granting the releases shall not be a Released Party under the Plan. Notwithstanding anything in the foregoing or in the definition of “Related Parties,” no officer or director of the Debtors who was employed prior to, but not on or after, the Petition Date shall be a Released Party under the Plan.

is not confirmed and consummated, the alternatives to the Plan are (i) the preparation and presentation of an alternative plan of reorganization, (ii) a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, or (iii) a liquidation under chapter 7 of the Bankruptcy Code.

A. Alternatives Under Chapter 11

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period during which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either: (i) a reorganization and continuation of the Debtors' business or (ii) an orderly liquidation of the Debtors' assets. The Debtors, however, believe that the Plan, as described herein, enables their creditors and interest holders to realize the most value under the circumstances.

B. Liquidation Under Chapter 7 or Applicable Non-Bankruptcy Law

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be appointed to liquidate the assets of the Debtors for distribution to the Debtors' creditors in accordance with the priorities established by the Bankruptcy Code. The effect a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis.

As noted in Article XII of this Disclosure Statement, the Debtors believe that liquidation under chapter 7 would not result in greater distributions to Holders of Claims and Interests than those provided for in the Plan, because of, among other reasons, the delay resulting from, among other things, the conversion of the Chapter 11 Cases and the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals that would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases.

**XIII.
RECOMMENDATION OF DEBTORS AND THE COMMITTEE**

The Debtors and the Committee believe the Plan is in the best interests of all stakeholders and urge the Holders of Claims in Classes 3 and 4 to vote in favor thereof.

Dated: May 2, 2025

Respectfully submitted,

Edgio, Inc., on its own behalf and on behalf of each
of the Debtors

By: /s/ DRAFT

Name:

Title:

Exhibit 1

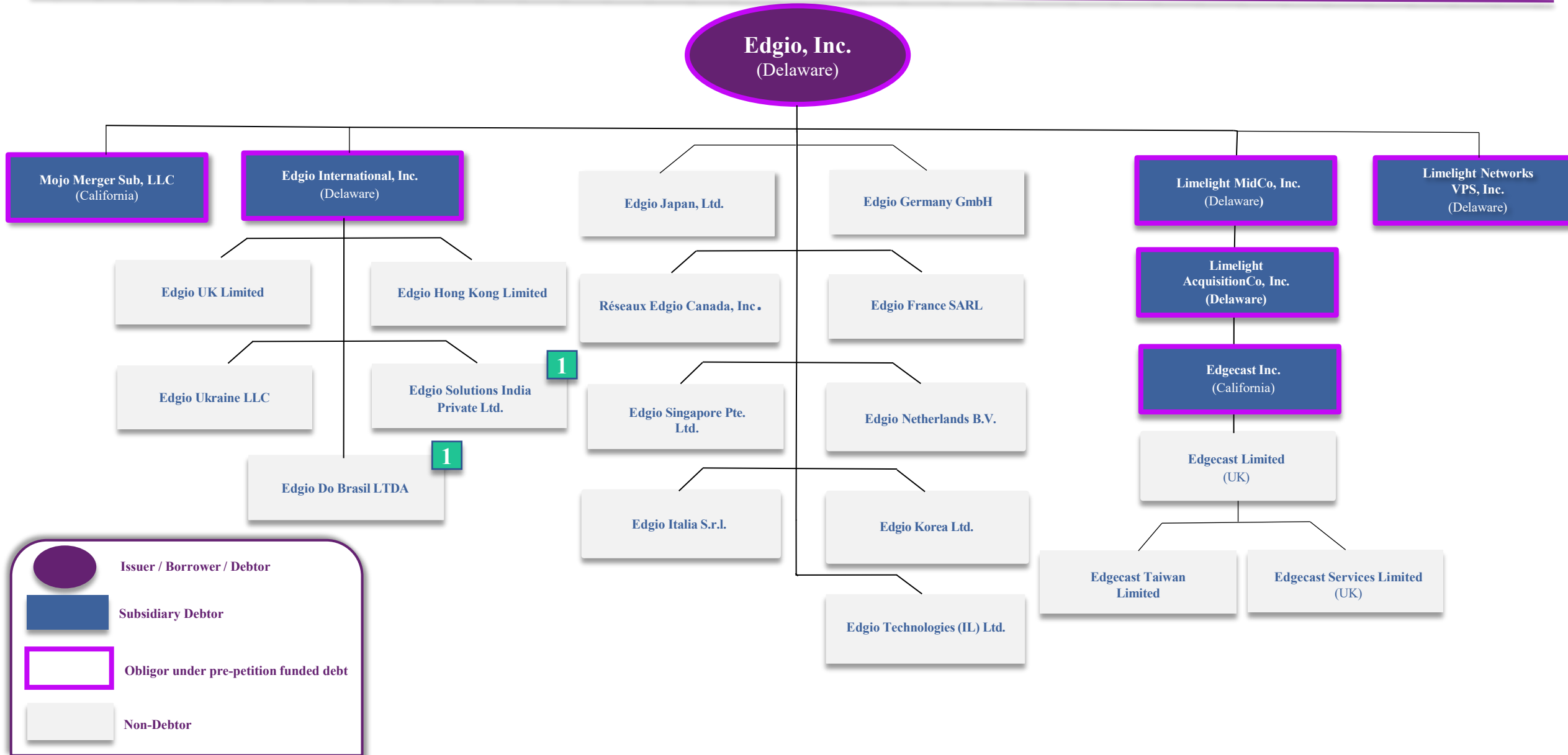
Plan

Docket No. 950

Exhibit 2

Organizational Chart

Edgio, Inc. Corporate Structure



1

1% of Edgio Do Brasil LTDA and 0.01% of Edgio Solutions India Private Ltd. is owned by Edgio, Inc.

Exhibit 3

Liquidation Analysis

(Filed Separately)

Exhibit 4

Financial Projections

(Filed Separately)