

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

In re:	)	
	)	Chapter 11
	)	
LifeScan Global Corporation, <i>et al.</i> , ¹	)	Case No. 25-90259 (ARP)
	)	
Debtors.	)	(Jointly Administered)
	)	

**DISCLOSURE STATEMENT FOR
JOINT CHAPTER 11 PLAN OF
LIFESCAN GLOBAL CORPORATION AND ITS DEBTOR AFFILIATES**

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Dated: July 16, 2025

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: LifeScan Global Corporation (1872); DUV Holding Corp. (2522); DUV Intermediate Holding Corp. (2645); LifeScan Texas LLC (1307); DUV Intermediate Holding II Corp. (4829); LifeScan Inc. (8188); LifeScan IP Holdings, LLC (7450); LifeScan China, LLC (N/A) and LifeScan Institute LLC (8188). The location of Debtor LifeScan Global Corporation's principal place of business and the Debtors' service address in these Chapter 11 Cases is 75 Valley Stream Parkway, Suite 201, Malvern, PA 19355.

THIS SOLICITATION IS BEING CONDUCTED BY LIFESCAN GLOBAL CORPORATION AND ITS DEBTOR AFFILIATES (COLLECTIVELY, THE “DEBTORS”) TO OBTAIN SUFFICIENT ACCEPTANCES OF THE DEBTORS’ JOINT PLAN OF REORGANIZATION (THE “PLAN”).

**DISCLOSURE STATEMENT FOR
JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF LIFESCAN GLOBAL CORPORATION AND ITS DEBTOR AFFILIATES**

July 16, 2025

Solicitation of votes from Holders of outstanding

VOTING CLASS	NAME OF CLASS UNDER PLAN
CLASS 3	FIRST LIEN TERM LOAN CLAIMS
CLASS 4	SECOND LIEN TERM LOAN SECURED CLAIMS
CLASS 5	GENERAL UNSECURED CLAIMS

EXCEPT AS OTHERWISE SPECIFIED HEREIN OR AS MAY BE COMMUNICATED BY THE DEBTORS, THE SOLICITATION OF VOTES ON THE PLAN WITH RESPECT TO THE CLASS 3, 4 AND 5 CLAIMS IS BEING MADE PURSUANT TO EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), INCLUDING SECTION 1145(A) OF THE BANKRUPTCY CODE AND/OR SECTION 4(A)(2) OF THE SECURITIES ACT THEREOF, AND APPLICABLE UNITED STATES STATE SECURITIES LAWS AND SIMILAR LAWS OF ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE.

DELIVERY OF BALLOTS

For your vote to be counted, Ballots (as defined herein) reflecting **your vote must be actually received by the Claims and Noticing Agent** (as defined herein) before **5:00 p.m. (prevailing Eastern Time), on [September 15], 2025** (the “Voting Deadline”) unless extended by the Debtors. You should refer to the enclosed Ballot(s) for instructions on how to vote.

The record date for determining which Holders of Claims may vote on the Plan is [**August 12], 2025** (the “Voting Record Date”).

A COPY OF THE PLAN TO WHICH THIS DISCLOSURE STATEMENT RELATES IS ATTACHED HERETO AS EXHIBIT A. PLEASE NOTE THAT THE DESCRIPTION OF THE PLAN IN THIS DISCLOSURE STATEMENT IS ONLY A SUMMARY PROVIDED FOR CONVENIENCE. IN THE CASE OF ANY INCONSISTENCY BETWEEN THIS DISCLOSURE STATEMENT AND THE PLAN ITSELF, THE PLAN WILL GOVERN.

IMPORTANT INFORMATION FOR YOU TO READ

The Debtors have prepared this disclosure statement (this “Disclosure Statement”) in connection with the solicitation of votes on the *Chapter 11 Plan of Reorganization of LifeScan Global Corporation and its Debtor Affiliates* (as it may be amended, supplemented, restated, or modified from time to time, the “Plan”),² and the information set forth herein may not be relied upon for any other purpose. The Debtors have not authorized any entity to provide any information about, or concerning, the Plan, other than the information contained in this Disclosure Statement. Nor have the Debtors authorized any entity to make any representations concerning the Debtors (together with their non-Debtor affiliates, the “Company” or “LifeScan”) other than as set forth in this Disclosure Statement.

This Disclosure Statement sets forth certain information regarding the Company’s operations, its financial history and forecasts, the need for the Debtors to seek chapter 11 protection, significant events that are expected to occur during the Debtors’ chapter 11 cases, and the anticipated organization, operations, and liquidity of the reorganized Debtors upon emergence from chapter 11. This Disclosure Statement also describes the terms of the Plan, certain alternatives to the Plan, certain effects of confirmation of the Plan, certain risk factors associated with securities to be issued under the Plan, and the manner in which distributions will be made under the Plan. In addition, this Disclosure Statement discusses the confirmation process and the voting procedures that the Holders of claims entitled to vote on the Plan must follow in order for their votes to be counted.

LifeScan has entered into a Restructuring Support Agreement with certain of the Debtors’ creditors (the “Consenting Lenders”), a redacted copy of the most recently amended and restated form of which is attached hereto as **Exhibit B** (the “Restructuring Support Agreement”), that allows them to effectuate a recapitalization pursuant to the terms of the Plan. The Debtors anticipate the proposed restructuring to improve their financial condition and credit worthiness and ensure their continued operations as a going concern.

The Debtors therefore recommend, with the support of the Consenting Lenders, that all Holders of Claims entitled to vote on the Plan, once they have reviewed all of the information contained in this Disclosure Statement, the Plan, and other documents incorporated by reference hereto, vote to accept the Plan.

THE PLAN PROVIDES THAT CERTAIN ENTITIES AND PERSONS WILL BE DEEMED TO HAVE GRANTED THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. EVEN IF YOU VOTE TO REJECT THE PLAN, YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE UNLESS YOU VALIDLY AND TIMELY OPT-OUT OF THE THIRD-PARTY RELEASE. FOR MORE INFORMATION ABOUT THE THIRD-PARTY RELEASE, PLEASE REFER TO SECTION IV.I.4 OF THIS DISCLOSURE STATEMENT.

THE CONTENTS OF THIS DISCLOSURE STATEMENT SHOULD NOT BE CONSTRUED AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE, AND THE

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or the Restructuring Support Agreement, as applicable.

DEBTORS URGE ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN, BEFORE DECIDING WHETHER TO ACCEPT OR REJECT THE PLAN, TO CONSULT WITH THEIR OWN ADVISORS WITH RESPECT TO LEGAL, BUSINESS, FINANCIAL, OR TAX MATTERS ARISING IN CONNECTION WITH THE PLAN AND THE TRANSACTIONS CONTEMPLATED THEREBY.

EACH HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN IS ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING. THE PLAN SUMMARY AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT WITH RESPECT TO THE PLAN ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN, WHICH CONTROLS IN THE EVENT OF ANY INCONSISTENCY OR INCOMPLETENESS.

UNLESS OTHERWISE STATED HEREIN, THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THEY WILL BE CORRECT OR ACCURATE AT ANY TIME AFTER THAT DATE.

ANY STATEMENTS IN THIS DISCLOSURE STATEMENT CONCERNING THE PROVISIONS OF ANY DOCUMENT ARE NOT NECESSARILY COMPLETE, AND IN EACH INSTANCE, REFERENCE IS MADE TO SUCH DOCUMENT FOR THE FULL TEXT THEREOF. CERTAIN DOCUMENTS DESCRIBED OR REFERRED TO IN THIS DISCLOSURE STATEMENT ARE NOT ATTACHED AS EXHIBITS BECAUSE OF THE IMPRACTICABILITY OF FURNISHING COMPLETE COPIES OF SUCH DOCUMENTS TO ALL RECIPIENTS OF THIS DISCLOSURE STATEMENT BUT ARE AVAILABLE UPON REQUEST TO THE DEBTORS. SUCH DOCUMENTS AND PLEADINGS WILL ALSO BE AVAILABLE ON THE COMPANY'S SOLICITATION WEBSITE AT <https://dm.epiq11.com/LifeScan>. ALL INQUIRIES SHOULD BE DIRECTED TO THE SOLICITATION AGENT BY (A) WRITING TO LIFESCAN GLOBAL CORPORATION CLAIMS PROCESSING CENTER, C/O EPIQ CORPORATE RESTRUCTURING LLC, 10300 SW ALLEN BLVD., BEAVERTON, OR 97005; OR (B) EMAILING LifeScaninfo@epiqglobal.com. (WITH "LIFESCAN SOLICITATION INQUIRY" IN THE SUBJECT LINE).

EXCEPT WHERE SPECIFICALLY NOTED HEREIN, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND ITS EXHIBITS HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT BEEN PREPARED IN ACCORDANCE WITH THE GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

THE COMPANY'S MANAGEMENT AND ADVISORS PREPARED THE FINANCIAL PROJECTIONS INCLUDED IN THIS DISCLOSURE STATEMENT. WHILE THESE FINANCIAL PROJECTIONS ARE PRESENTED WITH NUMERICAL SPECIFICITY, THEY ARE NECESSARILY BASED ON ESTIMATES AND CERTAIN ASSUMPTIONS WHICH, THOUGH CONSIDERED REASONABLE BY MANAGEMENT, MAY NOT BE REALIZED, AND ARE INHERENTLY SUBJECT TO SIGNIFICANT ECONOMIC, COMPETITIVE, INDUSTRY, REGULATORY, MARKET, AND FINANCIAL UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH WILL BE BEYOND THE REORGANIZED

DEBTORS' CONTROL. THE DEBTORS CAUTION THAT THEY CANNOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OF THESE FINANCIAL PROJECTIONS OR TO THE REORGANIZED DEBTORS' ABILITY TO ACHIEVE THE PROJECTED RESULTS. SOME ASSUMPTIONS INEVITABLY WILL NOT MATERIALIZE. FURTHERMORE, EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THESE FINANCIAL PROJECTIONS WERE PREPARED MAY DIFFER FROM ANY ASSUMED FACTS AND CIRCUMSTANCES. ALTERNATIVELY, ANY EVENTS AND CIRCUMSTANCES THAT COME TO PASS MAY WELL HAVE BEEN UNANTICIPATED AND, THUS, MAY AFFECT FINANCIAL RESULTS IN A MATERIALLY ADVERSE OR MATERIALLY BENEFICIAL MANNER. THESE FINANCIAL PROJECTIONS, THEREFORE, MAY NOT BE RELIED UPON AS A GUARANTEE OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR.

AS TO THE DESCRIPTIONS OF LITIGATION OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, OR SHOULD BE CONSTRUED AS, AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS

Neither this Disclosure Statement nor the Plan has been filed with, or approved or disapproved by, the United States Securities and Exchange Commission (the "SEC") or any comparable state authority, and neither the SEC nor any state securities commission has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or the merits of the Plan. Any representation to the contrary is a criminal offense.

This Disclosure Statement has been prepared pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b). The securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the SEC under the Securities Act, or any securities regulatory authority of any state under the applicable state securities law. The Company intends to rely on (i) section 1145(a) of the Bankruptcy Code ("Section 1145") or (ii), to the extent Section 1145 is not available, [only as to securities issued to holders that are "accredited investors" of the type described in Rule 501(a)(1), (2), (3), or (7) promulgated under the Securities Act or a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder or Regulation S thereof] (and in each case, on equivalent state law registration exemptions) to exempt the offer, issuance, distribution, and sale of new securities of the Company in connection with the Plan from registration under the Securities Act. Neither the solicitation of votes on the Plan nor this Disclosure Statement constitutes an offer to sell securities (or a solicitation of an offer to acquire securities) in any state or jurisdiction in which such offer or solicitation is not authorized.

THE AVAILABILITY OF THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE, SECTION 4(A)(2) OF THE SECURITIES ACT, OR ANY OTHER APPLICABLE EXEMPTION FROM SECURITIES LAWS WILL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE.

This Disclosure Statement contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements can be identified by the use of forward-looking terminology, such as “may,” “expect,” “anticipate,” “estimate,” “continue,” or the negatives thereof, as well as any similar or comparable language. You are cautioned that all forward-looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward-looking statements. The liquidation analysis and financial projections forward-looking information contained herein are only estimates, and the timing and amount of actual distributions to Holders of Allowed Claims may be affected by many factors that cannot be predicted. Any analyses, estimates, or recovery projections may or may not turn out to be accurate.

Each recipient of this Disclosure Statement, by its acceptance hereof, acknowledges that it is familiar with the United States Securities Exchange Act of 1934, as amended (the “Securities Exchange Act”), and the rules and regulations promulgated under the Securities Exchange Act, and agrees that it will not use, or communicate to any person under circumstances where it is reasonably likely that such person is likely to use or cause any person to use, any confidential or material information in contravention of the Securities Exchange Act or any of its rules and regulations, including Section 10(b) and Rule 10b-5.

This Disclosure Statement is provided solely to assist holders of Allowed Claims and Interests to determine whether to vote to accept or reject the Plan (where applicable), whether to object to confirmation of the Plan, and whether to grant Third-Party Releases. Nothing in the Disclosure Statement may be used by any person for any other purpose.

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EXHIBITS³

EXHIBIT A	Joint Chapter 11 Plan
EXHIBIT B	Restructuring Support Agreement
EXHIBIT C	Financial Projections
EXHIBIT D	Liquidation Analysis
EXHIBIT E	Valuation Analysis

³ Each Exhibit is incorporated herein by reference.

SECTION I. INTRODUCTION AND OVERVIEW OF THE PROPOSED RESTRUCTURING

LifeScan Global Corporation (“LifeScan” or the “Company”) and its Debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) submit this Disclosure Statement pursuant to section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the “Bankruptcy Code”) in connection with the solicitation of votes on the *Joint Chapter 11 Plan of Reorganization of LifeScan Global Corporation and its Debtor Affiliates*, dated as of July 15, 2025. A copy of the Plan is attached hereto as **Exhibit A**. In the event of any inconsistency between the terms of the Plan and the description of such terms in this Disclosure Statement, the terms of the Plan shall control. The Debtors are pleased to announce that the Plan provides for a restructuring of the Debtors’ capital structure (the “Restructuring”). As a result, the Debtors will emerge from the Chapter 11 Cases (as the “Reorganized Debtors”) as a stronger enterprise, with a sustainable capital structure that is better aligned with the Debtors’ present and future operating prospects.

LifeScan has commenced these Chapter 11 Cases with a clear path to consummate a value-maximizing transaction that eliminates approximately \$1.4 billion in liabilities pursuant to a chapter 11 plan (the “Plan”). The Plan is supported by approximately 97% of secured creditors and LifeScan’s equity sponsor, each of whom are party to a revised restructuring support agreement (the “Revised RSA”) setting forth the terms of the restructuring. For more than the past ten months, LifeScan has engaged in negotiations with stakeholders at every level of its capital structure and has determined that efficient confirmation of the Plan is the best outcome for all stakeholders. Specifically, emerging from chapter 11 quickly will best position LifeScan to minimize disruptions to its business, to maximize tax efficiency, and to explore opportunities for growth, including into the continuous glucose monitoring (“CGM”) market. But, recognizing the fact that all confirming the Plan may not be feasible, LifeScan will also dual-track a sale process pursuant to section 363 of the Bankruptcy Code inside of chapter 11 to market test the Plan and determine if a superior sale transaction may be available. After more than ten months of extensive stakeholder negotiations, the time has come to execute the restructuring and position LifeScan for its next chapter of growth.

LifeScan is a leader in delivering personalized health, wellness, and digital solutions to individuals living with diabetes. Since 1981, LifeScan has advanced glucose care and diabetes management with pioneering technologies and new products, and is actively engaged in designing, developing, manufacturing, and marketing devices, software, and applications. Its comprehensive portfolio of diabetes-related products and services includes blood glucose monitoring (“BGM”) devices, blood glucose test strips, lancing devices, and digital applications.

The Debtors and their non-debtor affiliates have approximately 20 million users and approximately 1,300 employees, with operations in 50 countries. As of the date of this Disclosure Statement, the Debtors have approximately \$922 million of funded debt, consisting of:

- First Lien Term Loans;
- Second Lien Term Loans; and

- Third Lien Term Loans.

LifeScan's financial position, however, has deteriorated in the past few years due to significant changes in the diabetes management market, predominantly driven by the growing adoption of CGM products, stemming from the 2017 launch of Abbott's FreeStyle system. LifeScan ended 2023, for example, with approximately \$750 million in revenue—a marked decline from previous years. While a BGM device provides a single snapshot of blood glucose at a given time and requires a finger prick, a CGM device provides a continuous stream of glucose data, typically measured every five to fifteen minutes, without the need for finger pricks. CGM technology thus eliminates finger pricking and offers a more comprehensive view of glucose data, including identification of trends and patterns over time, which can lead to better diabetes management. Expanded reimbursement for CGM products globally since 2019, including Medicare's expansion of coverage in 2023, led to an increase in patients switching from BGM products to CGM products, and resulting volume and pricing declines across the BGM category and in LifeScan's core BGM business. While LifeScan has for many years worked with a strategic partner on the development and future sale of certain CGM products, LifeScan has not yet entered the CGM market.

Accordingly, LifeScan approached its lenders regarding a potential comprehensive restructuring transaction in Q3 2024. These negotiations bore fruit, and on February 17, 2025, LifeScan entered into a restructuring support agreement (the "Original RSA") with its equity sponsor Platinum Equity (the "Sponsor") and members of the Ad Hoc Group.

As set forth in the RSA, the debtors and the Consenting Lenders agree to mutually support confirmation of the Plan and the consummation of the Restructuring. A redacted copy of the RSA is attached hereto as Exhibit B and incorporated herein by reference. Following the amendment and restatement to the RSA, respectively, have agreed to support the Restructuring and vote to accept the Plan by executing the RSA.

The Plan contemplates the following stakeholder recoveries:

- Except to the extent such Holder agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim will receive at the option of the Debtors in full and final satisfaction of its Other Secured Claim: (i) Cash in an amount equal to such Allowed Claim on the later of (a) the Effective Date or as soon as reasonably practicable thereafter and (b) the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim; (ii) reinstatement of its Allowed Other Secured Claim; or (iii) such other treatment so as to render such Allowed Other Secured Claim Unimpaired;
- Except to the extent that such Holder agrees to a less favorable treatment, each Holder of an Allowed Other Priority Claim will receive, in full and final satisfaction of its Other Priority Claim, (i) Cash in an amount equal to such Allowed Claim, (ii) reinstatement of its Allowed Other Secured Claim or (ii) other treatment consistent with section 1129(a)(9) of the Bankruptcy Code as to render such Allowed Other Secured Claim Unimpaired, in each case, payable on the Effective Date or as soon as reasonably practicable thereafter;

- Except to the extent that such holder agrees to a less favorable treatment with the Company, each holder of an Allowed First Lien Term Loan Claim will receive, in full and final satisfaction of its First Lien Term Loan Claims, its pro rata share of (i) Emergence Excess Cash and (ii) the New First Lien Term Loans, subject to the Equitization Election;
- Except to the extent that such Holder agrees to a less favorable treatment with the Company, each Holder of a Second Lien Secured Claim will receive, in full and final satisfaction of such Claims, its pro rata share of 100% of the Reorg Equity, subject to dilution by any Reorg Equity in the 1L TL Equitization Pool, the Advisory Equity and the Management Incentive Plan;
- Each Each Holder of a General Unsecured Claim shall receive, in full and final satisfaction of its General Unsecured Claims, its pro rata share of the GUC Pool;
- All Intercompany Claims and Intercompany Interests will be adjusted, reinstated, or cancelled, to the extent determined to be appropriate by the Company and the Required Consenting Lenders, each acting reasonably; and
- Each Holder of an Existing Equity Interest shall have its Existing Equity Interest cancelled, released, and extinguished without any distribution.

The Debtors, with the support of the Consenting Lenders, believe that consummation of the proposed Restructuring will provide the Reorganized Debtors with the capital structure and liquidity necessary to continue operating as a going concern and execute on the Debtors' long-term business plan—an outcome that benefits all stakeholders. Not only will the Plan help stabilize the Reorganized Debtors' business in the near-term, but it will also position them to operate successfully for years to come and be competitive within their industry. The Debtors commenced the Chapter 11 Cases on July 15, 2025 and requested a hearing on confirmation of the Plan approximately 77 days thereafter.

In connection with developing the Plan, the Debtors conducted a careful review of their current business operations and compared their projected value as a going concern with their potential value in a liquidation, as well as estimated recoveries on account of Allowed Claims and Interests under each scenario. The Debtors concluded that the potential recoveries would be maximized by their continuing to operate as a going concern as their businesses have significant value that would not be realized in a liquidation, either in whole or in substantial part. **For additional information on estimated recoveries under the Plan as compared to estimated recoveries in a liquidation, please refer to the discussion in Section VI.A.3, titled “Best Interests Test.” Accordingly, the Debtors, with the support of the Consenting Lenders, strongly recommend that, to the extent you are entitled to vote on the Plan, you vote to accept the Plan.**

A. *Summary of Classification and Estimated Recoveries of Claims and Interests Under Plan*

The following table summarizes the classification of Claims and Interests under the Plan and estimated recoveries on account thereof. Although every reasonable effort was made to be accurate, the projections of recoveries are only estimates. The ultimate amounts of Allowed Claims may vary from the estimates set forth herein. As a result, the estimated recoveries set forth in this Disclosure Statement may vary from the actual recoveries realized. In addition, the ability to receive distributions under the Plan depends upon, among other things, the ability of the Debtors to obtain confirmation of the Plan and meet the conditions to the Plan's effectiveness, as discussed in this Disclosure Statement. **For additional information regarding the terms of the Plan and treatment of Allowed Claims and Interests thereunder, please refer to the discussion in Section IV, titled, "Summary of Joint Chapter 11 Plan," as well as the Plan itself.**

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Allowance and Treatment of Claim/Interest</u>	<u>Status and Voting Rights</u>	<u>Estimated Claim (\$ in millions)</u>	<u>Estimated Recovery</u>
1	Other Secured Claims	Except to the extent that such Holder agrees to a less favorable treatment, each Holder of an Allowed Other Secured Claim (to the extent any exist) will receive, in full and final satisfaction of its Other Secured Claim, at the option of the Company or the Reorganized Company, (i) Cash in an amount equal to such Allowed Claim on the later of (a) the Effective Date or as soon as reasonably practicable thereafter and (b) the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, (ii) reinstatement of its Allowed Other Secured Claim, or (iii) such other treatment so as to render such Allowed Other Secured Claim Unimpaired.	Unimpaired - Presumed to Accept	[●]	100%
2	Other Priority Claims	Except to the extent that such Holder agrees to a less favorable treatment with the Company, each Holder of an Allowed Other Priority Claim will receive, in full and final satisfaction of its Other Priority Claim, at the option of the Company or the Reorganized Company, (i) Cash in an amount equal to such Allowed Claim or (ii) other treatment consistent with section 1129(a)(9) of the Bankruptcy Code, in each case, payable on the later of (a) the Effective Date or as soon as reasonably practicable	Unimpaired - Presumed to Accept	\$1	100%

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Allowance and Treatment of Claim/Interest</u>	<u>Status and Voting Rights</u>	<u>Estimated Claim (\$ in millions)</u>	<u>Estimated Recovery</u>
		thereafter and (b) the date that is ten (10) Business Days after the date on which such Other Priority Claim becomes an Allowed Other Priority Claim			
3	First Lien Term Loan Claims	On the Effective Date, except to the extent that such Holder agrees to a less favorable treatment with the Company, each Holder of an Allowed First Lien Term Loan Claim will receive, in full and final satisfaction of its First Lien Term Loan Claims, its pro rata share of (i) Emergence Excess Cash and (ii) the New First Lien Term Loans, subject to the Equitization Election. Any accrued and unpaid post-petition interest under the First Lien Credit Agreement (which shall accrue at the non-default contract rate during the Chapter 11 Cases) shall be paid in full in Cash on the Effective Date. [Each Holder of an Allowed First Lien Term Loan Claim shall be entitled to elect (the “<u>Equitization Election</u>”) to forgo a portion of its New First Lien Term Loan allocation (such portion, its “Election TL Portion”) in exchange for a portion of the 1L TL Equitization Pool (as defined below) (such portion, its “<u>Election Pool Portion</u>”). Each such Holder making the Equitization Election shall be entitled to request an Election TL Portion up to the lesser of (x) the total amount of New First Lien Term Loans it would otherwise receive and (y) \$30 million of New First Lien Term Loans, provided, that if the total aggregate Election TL Portion of all such Holders making the Equitization Election exceeds \$30 million, then each such Holder’s requested Election TL Portion shall be reduced pro rata based on its pro rata holdings of Allowed First Lien Term Loan Claims, such that the total aggregate Election TL Portion of all such Holders making the Equitization Election equals \$30 million. The Election Pool Portion of each such	Impaired – Entitled to Vote	\$365	[●]

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Allowance and Treatment of Claim/Interest</u>	<u>Status and Voting Rights</u>	<u>Estimated Claim (\$ in millions)</u>	<u>Estimated Recovery</u>
		Holder making the Equitization Election shall be its pro rata share of the 1L TL Equitization Pool calculated based on its Election TL Portion.] The “<u>1L TL Equitization Pool</u>” shall consist of Post-Sweep Excess Cash (if any) and Reorg Equity equal to 20% of total Reorg Equity less 0.4878% for each \$1 million of Post-Sweep Excess Cash, provided, that, for the avoidance of doubt, any Reorg Equity in the 1L TL Equitization Pool shall be subject to dilution by the MIP. “<u>Post-Sweep Excess Cash</u>” means up to \$41 million of all Emergence Excess Cash in excess of the amount necessary to result in a Post-Sweep New First Lien Principal Amount of \$[185] million as of the Effective Date. “<u>Post-Sweep New First Lien Principal Amount</u>” means an amount equal to (x) the principal amount of First Lien Term Loans outstanding immediately prior to the Effective Date (without giving effect to any exit fee or prepayment premium) less (y) Emergence Excess Cash.			
4	Second Lien Term Loan Claims	On the Effective Date, except to the extent that such Holder agrees to a less favorable treatment with the Company, each Holder of a Second Lien Term Loan Secured Claim will receive, in full and final satisfaction of such Claims, its pro rata share of 95% of the Reorg Equity, subject to dilution by the MIP and any Reorg Equity in the 1L TL Equitization Pool.	Impaired – Entitled to Vote	\$311	[●]
5	General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of its General Unsecured Claims, its pro rata share of the GUC Pool. For the avoidance of doubt, General Unsecured Claims shall be classified	Impaired – Entitled to Vote	\$981	[●]

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Allowance and Treatment of Claim/Interest</u>	<u>Status and Voting Rights</u>	<u>Estimated Claim (\$ in millions)</u>	<u>Estimated Recovery</u>
		and vote on a Debtor-by-Debtor basis.			
6	Intercompany Claims and Intercompany Interests	On the Effective Date, all Intercompany Claims and Intercompany Interests will be adjusted, reinstated, or cancelled, to the extent determined to be appropriate by the Reorganized Company and the Required Consenting Lenders, each acting reasonably.	Unimpaired – Presumed to Accept / Impaired – Entitled to Vote or Deemed to Reject (as applicable)	\$931	[●]
7	Existing Equity Interests	[●]	[●]	N/A	[●]

B. Plan Solicitation

As indicated above, the Debtors intend to implement the Restructuring through the confirmation of the Plan. The Debtors are soliciting votes in order to obtain sufficient acceptances of the Plan to permit its confirmation by the Bankruptcy Court. **For further information and instructions on voting on the Plan, please refer to Section V, titled “Voting Procedures and Requirements.”**

1. Parties Entitled to Vote on Plan

Under the Bankruptcy Code, only Holders of Claims and Interests that are “Impaired” and receiving distributions under the Plan and are entitled to vote to accept or reject the Plan. Holders of Claims or Interests that are Unimpaired under the Plan are, in accordance with section 1126(f) of the Bankruptcy Code, conclusively presumed to accept the Plan, and the solicitation of their votes is not required. Holders of Claims or Interests that are Impaired under the Plan but will neither receive nor retain any distribution under the Plan are, in accordance with section 1126(g) of the Bankruptcy Code, conclusively presumed to reject the Plan, and the solicitation of their votes is not required either.

Holders of Claims in Classes 3, 4, and 5 are Impaired under the Plan and receiving distributions thereunder. The Debtors are therefore soliciting votes from the holders of Claims in these Classes.

Holders of Claims and Interests, as applicable, in classes 1, 2, 6, and 7 are either Unimpaired or Impaired but not receiving any distribution under the Plan and therefore are not entitled to vote to accept or reject the Plan.

2. Voting Procedures, Ballots, and Voting Deadline

If you have received a Ballot, you should read the materials in the Solicitation Package in their entirety, including the instructions set forth in the Ballot. These materials contain important

information concerning how your Claim has been classified for voting purposes and how your vote will be tabulated. After carefully reviewing the Solicitation Package, please indicate your acceptance or rejection of the Plan on the Ballot. The Debtors will not count any votes transmitted by a Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan. All Holders of Claims who receive an opt out form have the ability to opt out of the Third-Party Releases.

Each Ballot has been coded to reflect the Class of Claims it relates to. You must use only the Ballot(s) sent to you with this Disclosure Statement and follow the applicable instructions. If you have Claims in more than one Class, you should use a separate Ballot to vote in each such Class. For your vote to be counted, your Ballot(s) must be **actually received** by the Claims and Noticing Agent no later than the Voting Deadline. Any Ballot received after the Voting Deadline will be counted only in the Debtors' sole discretion. For your vote to be counted, your Ballot must be properly executed, completed, and timely delivered in accordance with the instructions set forth thereon. Do not return any debt instruments with your Ballot(s). Please review the Ballot or voting instructions included in your Solicitation Package for further guidance on how to properly submit your vote(s) before the Voting Deadline.

If you have any questions about the amount of your Claim(s), the procedure for voting your Claim(s), the Solicitation Package, or if you wish to obtain, at your own expense, an additional copy of this Disclosure Statement and its exhibits, please contact the Claims and Noticing Agent, by e-mail at LifeScaninfo@epiqglobal.com.

C. *Anticipated Restructuring Timetable*

The Company anticipates scheduling a hearing (the "Confirmation Hearing") to consider confirmation of the Plan. The Company expects that notice of the Confirmation Hearing will be published in the *New York Times* and *USA Today*, and will be mailed to all known holders of Claims and Interests as soon as practicable after entry of an order approving the Disclosure Statement, but in no event more than five (5) business days thereafter.

Assuming the Bankruptcy Court approves the Debtors' scheduling request, the Debtors anticipate that the Confirmation Hearing will be held within approximately 77 days after the Petition Date.

The Debtors anticipate emerging from the Chapter 11 Cases by the close of Q4 2025. **For additional information regarding the anticipated Chapter 11 Cases, please refer to Section III, titled "Anticipated Events During Chapter 11 Cases."** Based on the foregoing, the Debtors are anticipating the following case timeline:

<u>Proposed Confirmation Schedule</u>	
Event	Proposed Date
Disclosure Statement Hearing	August 18, 2025
Voting Record Date	[August 12, 2025]

Solicitation Commencement Date	August 21, 2025
Plan Supplement Filing Deadline	September 8, 2025
Plan Voting Deadline	September 15, 2025
Deadline for Non-Voting Holders to Submit Release Opt-Out Form	September 15, 2025
Plan Objection Deadline	September 15, 2025
Deadline to File Brief in Support of Confirmation and Reply Deadline	September 23, 2025
Confirmation Hearing	September 30, 2025

Pursuant to the RSA, the Debtors are required to implement and consummate the Restructuring Transactions by [October 28], 2025 (unless otherwise agreed by the requisite creditor majorities).

SECTION II. HISTORICAL INFORMATION

A. *Overview of the Company's Business*

The LifeScan business was established in 1981 with the goal of creating a world without limits for people with diabetes. In 1986, LifeScan was acquired by Johnson & Johnson (“J&J”). LifeScan was a central feature of J&J’s diabetes device business for more than 30 years.

Diabetes is one of the fastest-growing global epidemics, and by the late 1980s approximately 6.5 million Americans were living with diabetes. In 1987, LifeScan released its OneTouch meters and strip systems, which revolutionized blood glucose monitoring. The OneTouch meter and strip systems provided simpler, faster, and more user-friendly approaches to self-testing as compared to other products on the market. The meter and strip systems offered automatic algorithmic testing when blood was applied to a test strip and thus reduced the need for manual blood blotting and user-initiated timing. They also provided faster, more accurate results, testing blood sugar levels in less than a minute. The introduction of the OneTouch systems significantly improved the blood glucose monitoring experience for individuals with diabetes.

Subsequent updates to the OneTouch systems further revolutionized diabetes management by providing connected digital platforms for tracking, analyzing, and sharing blood sugar data. For example, in 1998, LifeScan launched its FastTake Compact BGM System, which was designed to assist active individuals who wanted to test their blood glucose anytime, anywhere. In 2001, the OneTouch Ultra launched, featuring a fast, five-second test time, a smaller blood sample, and a test memory with automatic averaging; in 2011, LifeScan launched the OneTouch Select Simple Meter, the first OneTouch meter with no set-up, no coding, and no buttons, simplifying the testing process. In 2014, the OneTouch Verio Sync and OneTouch Reveal launched, featuring automatic sharing of blood glucose results wirelessly to an iPhone or iPad using a mobile application. LifeScan has consistently worked to improve the lives of people with diabetes by making self-monitoring easier, more accurate, and more informative.

Today, an estimated half billion people worldwide are living with diabetes, and that every nine seconds an individual dies from diabetes complications. LifeScan continues to seek to improve the quality of life for the millions of individuals living with diabetes.

In 2018, J&J divested the LifeScan business to private investment firm Platinum Equity for approximately \$2.1 billion. Platinum Equity remains the Company's equity sponsor as of the Petition Date.

LifeScan is currently headquartered at 75 Valley Stream Parkway, Malvern, Pennsylvania 19355.

The principal activity of the Company is the production and sale of OneTouch BGM products. The BGM products are marketed for both home and hospital use, and are widely recognized and preferred in the market, as demonstrated by LifeScan's global volume share of approximately 30.6% as of April 2025. LifeScan's BGM products include blood glucose testing strips, meters, lancets (small medical tools used to prick the skin), a range of point-of-care devices, and integrated, connected patient engagement solutions such as mobile and web applications. LifeScan's mobile and web applications allow patients to automatically log, track, and share results as well as obtain real-time guidance.

LifeScan's BGM products have been recognized as a top-choice BGM device of pharmacists for 21 consecutive years. Over the past three years, patients have utilized approximately 18 billion units of LifeScan products, including 12.5 billion test strips and 5.5 billion lancets. LifeScan maintains a global physical presence and an equally broad network of employees to coordinate with its numerous customers and manufacturing facilities.

In 1995, LifeScan established its manufacturing facility in Inverness, Scotland (the "Inverness Facility"). It is one of the largest diabetes test strip manufacturing sites in the world and is a standalone facility with no co-mingled products. It is also one of the largest private employers in the Scottish Highlands, with approximately 600 highly skilled employees dedicated to the Inverness Facility. The Inverness Facility manufactures billions of test strips annually and offers a superior, reliable supply of key products to LifeScan's customers. It also houses quality assurance labs and coordinates a U.K.-based clinical site.

In addition to the Inverness Facility, LifeScan has relationships with five major external manufacturers globally, each of which produces certain components of LifeScan's products. LifeScan also utilizes nine distribution centers for regional distribution; those distribution centers are located in Memphis, Tennessee; Toronto, Canada; Mexico City, Mexico; Geel, Belgium; Moscow, Russia; Mumbai, India; Chennai, India; Tokyo, Japan; and Shanghai, China.

Today, LifeScan has a presence in more than 50 countries across the globe and employs approximately 1,300 individuals. As of the Petition Date, LifeScan employs approximately 90 individuals across the United States, approximately 45 individuals across Canada, approximately 20 individuals across Mexico, approximately 950 individuals across the United Kingdom and Europe, and approximately 250 individuals across the Middle East and Asia.

To effectively deliver optimal products to patients, the Debtors also rely on strong relationships with their global network of third-party vendors, as well as with various types of

distributors, PBMs, retail pharmacies, and healthcare systems with whom LifeScan works pursuant to complex distribution and reimbursement arrangements.

(i) *United States Business*

In the United States, healthcare products and services are provided through three primary channels: (i) reimbursed managed care, through which clients obtain services pursuant to their private individual health insurance plans (*i.e.*, through health maintenance organizations (“HMOs”), preferred provider organizations (“PPOs”), or other plans); (ii) fee-for-service Medicaid or Medicare coverage, through which states pay providers directly for each covered service delivered to a Medicaid or Medicare beneficiary; and (iii) direct-to-consumer through retail pharmacies and e-commerce. U.S. health insurance coverage includes a system of benefits divided into medical care and prescription drug benefits. PBMs operate to facilitate the prescription drug portion of healthcare benefits on behalf of health insurance companies, third party administrators, or directly on behalf of employers. In addition to prescription drugs, PBMs also facilitate other related products often referred to as durable medical equipment. These products include LifeScan’s products: BGM meters, corresponding test strips, and lancets.

PBMs support the adjudication of BGM meter, test strip, and lancet claims and act as part of the distribution chain for these products, operating mail-order pharmacies. In their role facilitating the benefits plans that include BGM products, PBMs (a) develop and maintain formularies (*i.e.*, lists of drugs and products covered by a health plan) on behalf of health plans, influencing which products health plan members use and determining the out-of-pocket costs health plan members must pay for covered products; (b) use their purchasing power to negotiate rebates and discounts from manufacturers; and (c) contract directly with individual pharmacies to reimburse them for products dispensed to health plan members.

In the managed care industry, rebates—*i.e.*, negotiated per-claim payments from a manufacturer to a PBM as a retrospective discount on the cost the PBM pays pharmacies to cover drugs dispensed to the PBM’s client’s members—are generally negotiated between PBMs or other similar counterparties and manufacturers as part of contractual agreements governing patient access to insurance coverage for the manufacturer’s products. These agreements are critical to a manufacturer’s ability to provide their products to as wide of a patient base as possible: without the agreements, a manufacturer’s products would be unlikely to be covered by major insurance plans, and thus patients would have to pay out of pocket for such manufacturer’s products.

This is the case for LifeScan, which is party to various contracts with PBMs, state Medicaid entities, and other managed care organizations. Those contracts govern rebates and discounts, manage lists of covered drugs, and process claims for LifeScan’s diabetes products.

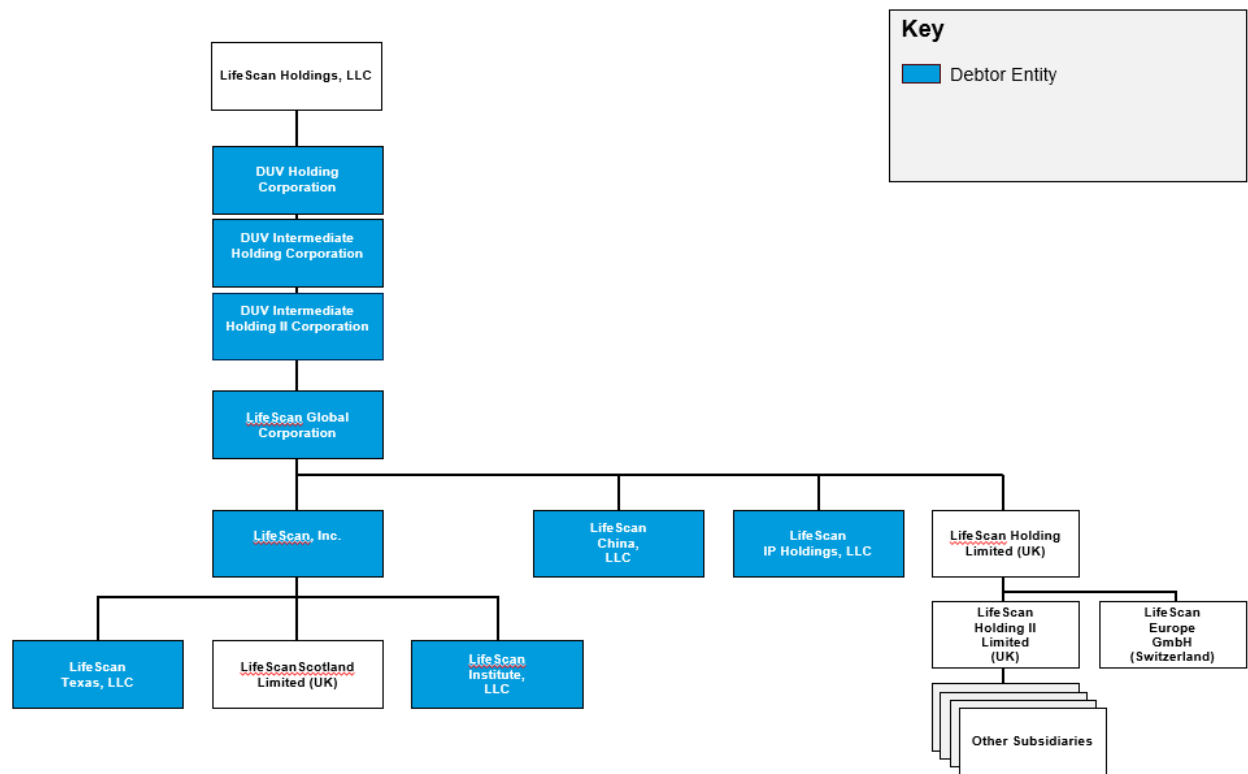
(ii) *International Business*

While LifeScan’s biggest market and headquarters are in the United States, the Company has a global presence, most significantly throughout Europe and Asia. LifeScan has operations in France, Germany, Spain, Russia, Japan, China, and India, among other nations. Elsewhere, including in Colombia, Brazil, Argentina, South Africa, Poland, Vietnam, and Malaysia, for

example, LifeScan's products are distributed pursuant to contractual arrangements with distributors to hospitals, pharmacies, and other healthcare facilities.

B. Organizational Structure

LifeScan's operations are divided across several operating entities, due to the global nature of those operations. The operating entities include LifeScan Inc., LifeScan China, LLC, and LifeScan IP Holdings, LLC, each of which is a guarantor of LifeScan's funded debt. Each of the aforementioned Debtors, as well as Debtor LifeScan Texas LLC—which is incorporated in Texas—is directly or indirectly owned by LifeScan Global Corporation, which is the borrower under the Company's funded debt. LifeScan Global Corporation is in turn owned by Debtor DUV Intermediate Holding II Corporation. LifeScan Global Corporation also has several foreign-based non-Debtor direct and indirect subsidiaries. A chart illustrating the Company's simplified organizational structure, is set forth below.



LifeScan's Board of Directors sits at DUV Intermediate Holding II Corporation and consists of Brandon Crawley, Michael Fabiano, John Holland, Jacob Kotzubei, Matt Louie, Mary Ann Sigler, and Kevin Smith.

C. Prepetition Capital Structure

On October 1, 2018, the Company entered into a first lien credit agreement (the "Initial First Lien Credit Agreement") and a second lien credit agreement (the "Initial Second Lien Credit

Agreement,” and together with the Initial First Lien Credit Agreement, the “Initial Credit Facilities”) with Bank of America, N.A. and various lenders. The Initial Credit Facilities provided \$1.9 billion of financing, consisting of \$125 million of revolving loans, \$1.475 billion of first lien term loans, and \$275 million of second lien term loans.

On May 19, 2023, the Company entered into the 2023 Transaction to extend the maturities of the Initial Credit Facilities. Notably, participation in the 2023 Transaction was open to all existing lenders under the Initial Credit Facilities on a pro rata basis, and offered the same terms, with no selective economics for certain lenders, to lenders under each of the Initial First Lien Credit Agreement and the Initial Second Lien Credit agreement. The 2023 Transaction included execution of (i) a new first lien credit agreement (the “First Lien Credit Agreement”) whereby over 97% of the outstanding term loans under the Initial First Lien Credit agreement were exchanged into new first lien term loans under the First Lien Credit Agreement; (ii) a new second lien credit agreement (the “Second Lien Credit Agreement”) whereby 100% of the outstanding term loans under the Initial Second Lien Credit Agreement were exchanged into new term loans under the Second Lien Credit Agreement; and (iii) a new Intercreditor Agreement (as defined below) and an amendment to the Initial First Lien Credit Agreement (as amended, the “Third Lien Credit Agreement,” and together with the First Lien Credit Agreement and the Second Lien Credit Agreement, the “Credit Agreements”) whereby loans issued under the Initial First Lien Credit Agreement held by lenders that voluntarily declined the open offer to participate in the 2023 Transaction on identical terms as all other lenders under the Initial First Lien Credit Agreement became third-priority loans (i.e., third lien term loans). The aggregate principal indebtedness under these facilities as of the Petition Date, is as follows:

Facility	Principal Balance Outstanding as of Petition Date⁴
First Lien Term Loan	\$364.727 million
Second Lien Term Loan	\$275 million
Third Lien Term Loan	\$27.388 million
Outstanding Claims Under Rebate Agreements	\$1.030 billion
Total	\$1.697 billion

1. First Lien Term Loan Facility

DUV Intermediate Holding II Corporation, LifeScan Global Corporation, and each of the subsidiary guarantors as party thereto, and Bank of America, N.A., as administrative and collateral agent, and the lenders party thereto, are party to a Term Loan Credit Agreement, dated as of May 19, 2023 (as amended, modified, extended, restated, amended and restated, replaced, or

⁴ These figures represent the approximate principal balance outstanding as of the Petition Date, excluding accrued and unpaid interest and other amounts.

supplemented from time to time). As of the Petition Date, there was approximately \$364.727 million principal outstanding in First Lien Term Loans.

2. Second Lien Term Loan Facility

DUV Intermediate Holding II Corporation, LifeScan Global Corporation, and each of the subsidiary guarantors as party thereto, and Wilmington Savings Fund Society, FSB, as administrative and collateral agent, and the lenders party thereto, are party to a Term Loan Credit Agreement, dated as of May 19, 2023 (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time). As of the Petition Date, there was approximately \$275 million in principal outstanding in Second Lien Term Loans.

3. Third Lien Term Loan Facility

DUV Intermediate Holding II Corporation, LifeScan Global Corporation, and each of the subsidiary guarantors as party thereto, and Ankura Trust Company, LLC, as administrative and collateral agent, and the lenders party thereto, are party to a Term Loan Credit Agreement, dated as of October 1, 2018 (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time) that was subordinated in priority in connection with the 2023 Transaction. As of the Petition Date, there was approximately \$27.388 million in principal outstanding in Third Lien Term Loans.

4. Guarantees and Collateral

LifeScan Global Corporation is the borrower under all of the credit facilities and Debtors LifeScan, Inc., Lifescan China, LLC, LifeScan IP Holdings, LLC, and LifeScan Institute, LLC are guarantors. Obligations under the credit facilities are secured by a pledge by DUV Intermediate Holding II Corporation of its equity interests in LifeScan Global Corporation and substantially all assets of the other Debtors subsidiaries (other than excluded collateral as defined therein).

5. The Intercreditor Agreement

The Intercreditor Agreement dated as of May 19, 2023 defines the relative rights of creditors under the foregoing facilities to the Debtors' collateral. Under the Intercreditor Agreement, the collateral agent is prohibited from taking any action with respect to the collateral securing the Third Lien Term Loans until all obligations under the First Lien Term Loans and Second Lien Term Loans are satisfied (or requisite senior lenders otherwise consent).

D. *Events Leading to Commencement of Chapter 11 Cases*

1. BGM Market Deterioration

The Company has been negatively affected by the broad, consistent deterioration of the BGM market, caused primarily by the shift by consumers from BGM products to CGM products. Unlike BGMs, which provide a snapshot of blood glucose at a specific time with the prick of a finger, CGMs offer continuous, real-time glucose readings, and can send immediate alerts to patients to make adjustments to their diet, exercise, or medication. Moreover, CGMs eliminate user error in missing or forgetting to test glucose levels at any given time and provide patients with

information about trends and patterns in blood glucose levels over time. While many patients still use BGM products, CGM products, and other newer technologies are taking over the market. Indeed, LifeScan worked with FTI Consulting to conduct market studies and based on those studies, believes that the BGM market will continue to decline approximately 9% year-over-year through 2030 and beyond.

Reimbursement for CGM products has been consistently expanded globally since 2019. For example, in 2023, Medicare expanded coverage for CGMs to a broader group of individuals. That expanded coverage included all individuals with diabetes who use insulin or who have hypoglycemia and meet at least one of two specifications. Previously, Medicare required a beneficiary to be insulin-treated with multiple (three or more) daily administrations of insulin, or a continuous subcutaneous insulin infusion pump. The expansion of coverage and reimbursement for CGM products led to the accelerated adoption of CGMs; indeed, LifeScan believes many of its patients switched from LifeScan's BGM products to CGM products.

Those shifts have caused LifeScan's revenues in its core BGM business to steadily decline. That steady decline has, combined with higher debt burden, led to LifeScan's inability to address its liabilities.

2. Rebate Agreements

In the United States, LifeScan's Rebate Agreements were key to placing LifeScan's products on formularies, and thus facilitating the sale of LifeScan's products to the millions of customers who are covered by insurance and are not inclined to pay out-of-pocket for such products. Absent its agreement to offer highly competitive rebates, LifeScan would risk exclusion from formularies, replacement on formularies by other manufacturers, or assignment of higher co-pays than its competitors in its patients' benefit designs.

These Rebate Agreements have proved to be burdensome and have contributed in large part to the Company's overleveraging. While the Rebate Agreements provide certain benefits to LifeScan, the rebate obligations thereunder have proved unsustainable. The practice of the majority of PBMs to require improvement in rebate terms on an annual basis as a prerequisite for annual bid submissions has only further rendered the Rebate Agreements a burden to LifeScan; indeed, as described above, because of the rebate obligations, LifeScan generally retains less than 9% of its established WAC on products sold pursuant to the Rebate Agreements, and as of June 6, 2025, owed approximately \$1.03 billion to the Rebate Counterparties.

3. Efforts to Mitigate Negative Financial Impact

The Company has undertaken numerous efforts to mitigate the negative impacts of the BGM market deterioration and Rebate Agreements, and to strengthen its financial position.

One such effort was LifeScan's attempts to move into the CGM market. In 2019, LifeScan successfully negotiated a global, exclusive partnership for a CGM device. Under this agreement, LifeScan's partner is responsible for development, testing, and manufacturing of the CGM product; LifeScan would be responsible for launching and selling the product. Original timelines projected by the partner had LifeScan initially launching the CGM product in the United States in late 2020 or early 2021, which was then delayed until late 2023 or early 2024. Unfortunately,

LifeScan's partner has continued to encounter numerous obstacles and delays including regulatory delays.

LifeScan has also been reshaping its organization and go-to-market strategies to match the shrinking BGM market. Beginning in 2019, LifeScan introduced various internal cost reduction initiatives through a focus on organizational effectiveness. This included optimizing marketing sales costs and supply chain costs (including costs related to sourcing, manufacturing, and distribution), and simplifying and redesigning its information technology. LifeScan also undertook efforts to right-size its organization and sales force, and to reduce selling, general, and administrative expenses. From 2019 to 2024, savings stemming from those initiatives exceeded LifeScan's expectations and resulted in more than \$400 million in cost savings for LifeScan, but they did not fully make up for the continued decline of the BGM market.

LifeScan's leadership recognized in early 2023 that it would not be able to address its upcoming debt maturities, including approximately \$75 million in super priority revolving loans set to mature in July 2024 and more than \$1 billion in first lien term loans set to mature in September 2024. Recognizing that such debt was jeopardizing the future health of the Company, and acknowledging that an extension on its debt maturities would allow the Company to focus on developing a CGM to revitalize its business, LifeScan's Board initiated negotiations with its lenders concerning certain amendments to its existing credit agreements and extensions of the maturities thereunder. In May of 2023, the Company executed the 2023 Transaction, which was open to all lenders on a pro rata basis. The 2023 Transaction exchanged first lien term loans and second lien term loans into new facilities and extended the maturities of each by two years. It also extended the maturity of the Company's revolving credit facility by two years. All consenting lenders received a 50 basis points consent fee, and the revolver and first lien term loan holders received an increased interest rate and partial repayment through the Sponsor's contribution of \$50 million. The second lien term loan did not receive incremental interest, its principal remained, and a payment-in-kind ("PIK") component was added such that the second lien term loan's interest rate can convert to a PIK.

LifeScan's significant debt burden, coupled with its entry into the 2023 Transaction, resulted in ratings downgrades for the Company. But LifeScan's leadership believed the 2023 Transaction would provide the Company more time and funding to launch a CGM product. LifeScan's leadership was optimistic, based on the information they received from their CGM partner, that the Company could launch its first CGM product in late 2023 or early 2024. LifeScan's leadership believed, and continues to believe, that entry into the CGM market would position the Company to operate successfully and competitively over the long term.

The LifeScan CGM product, however, did not launch in 2023 or 2024 due to delays in project development. LifeScan has come to learn, for example, that based on progress estimates from its partner, U.S. Food and Drug Administration approval may not be received until the first half of 2027, at the earliest. Lifescan has considered additional potential CGM partners in certain regions, but no definitive agreement has yet been reached, due to what Lifescan understands to be concerns over LifeScan's current capital structure. Lifescan remains optimistic, however, and expects to continue working toward entered the CGM market and pursuing growth in other areas after emergence from chapter 11.

The Company's ability to service its debt has continued to deteriorate over time, notwithstanding the Company's efforts to significantly cut costs in light of its declining revenue profile. The Company's liquidity concerns continued in 2024; while its 2024 EBITDA was approximately \$325 million, LifeScan did not generate enough cash to sustain investment into CGM or to address its working capital drag from the declining business. The Company's constrained cash flow was not sufficient to make its mandatory debt service payments in 2024 (including approximately \$82.4 million of annual debt amortization as well as the anticipated maturity of the \$27.4 million Third Lien Term Loan in September 2024). Considering the insufficient cash flow to service its debt, the Company began to consider restructuring options, both in and out of court, and to engage with its senior secured lenders in restructuring discussions.

4. Forbearance, Restructuring Support Agreement and Filing of Chapter 11 Petitions

As a result of its significant liquidity issues, in September of 2024, the Company did not make its \$27.4 million principal and interest payment on its third lien term loan, which constituted a default under the Third Lien Credit Agreement. Upon that missed payment, ratings agencies further downgraded LifeScan's credit ratings. The Company and the Ad Hoc Group entered into the Forbearance Agreement[s], under which the First Lien Term Loan and Second Lien Term Loan lenders agreed to temporarily forebear from exercising remedies for certain defaults under their respective credit agreements. As noted, under the Intercreditor Agreement and the Third Lien Credit Agreement, holders of Third Lien Term Loans are not permitted to enforce against collateral without the support of the First Lien Term Loan and Second Lien Term Loan lenders. The breathing room created by the Forbearance Agreement[s] allowed the Company to continue to focus on negotiations with all of its stakeholders, including principally the Ad Hoc Group, as well as the Revolving Loan lenders, and the Third Lien Term Loan lenders.

E. *Negotiation and Entry into RSA*

Negotiations with LifeScan's lenders continued for several months, and the Forbearance Agreement[s] was extended several times in order to provide sufficient time for LifeScan to fully develop its optimal and value-maximizing path into Chapter 11. In late 2024, the Company decided that it was in its best interest to stop making payments to the Rebate Counterparties to preserve liquidity. On February 17, 2025, the Company, the Sponsor, and members of the Ad Hoc Group entered into the RSA. At the time, the Ad Hoc Group consisted of approximately 84% of holders of the First Lien Term Loans and approximately 73% of holders of the Second Lien Term Loans. The RSA was subsequently opened to all of the Company's secured lenders, including holders of the Revolving Loans, the First Lien Term Loans, the Second Lien Term Loans, and the Third Lien Term Loan, and approximately 99.7% of holders of the First Lien Term Loans and approximately 99.6% of holders of the Second Lien Term Loans ultimately signed the RSA. Pursuant to the terms of the RSA—which contained an implementation toggle—the Company initially pursued an out-of-court restructuring premised on the Company's ability to satisfy certain contingent conditions relating to improving arrangements with the Rebate Counterparties, among other things. Therefore, in accordance with the RSA, the Company engaged in numerous rounds of negotiations with the Rebate Counterparties in the months that followed and exchanged a number of proposals with such Rebate Counterparties.

Despite LifeScan's efforts through months of outreach and good faith negotiations, it became apparent that certain Rebate Counterparties would not agree to a restructuring of their Rebate Agreements on terms that would be acceptable to LifeScan and its First Lien Term Loan and Second Lien Term Loan lenders as set forth in the Original RSA. Specifically, the majority of the Rebate Counterparties refused to make material concessions with respect to outstanding rebate liability under the Rebate Agreements or to provide LifeScan with a meaningful commitment on long-term pricing. The result was that the terms of the Original RSA could no longer be implemented.

In addition, as the Company and the Original RSA parties worked to effectuate a restructuring, the Company and its tax advisors quantified a significant income tax liability for the 2024 tax year and a significant potential projected tax liability for the 2025 tax year, each resulting from the Company's halting of the payment of rebate obligations pursuant to the Forbearance Agreement and Original RSA. Specifically, the Company historically deducted rebate liabilities accruing in a taxable year against income for such year for federal income tax purposes as long as those amounts were paid by September 15th of the subsequent year. Under this practice, a significant amount of the Company's rebate related tax deductions for the 2024 taxable year were expected to be paid during 2025. When the Company halted rebate payments, however, the absence of such deductions resulted in a significant amount of income without offsetting tax deductions, resulting in meaningful income tax liability that had not been accounted for in the Company's forecasts. In light of these developments, the Company and the Original RSA parties promptly recommenced negotiations on restructuring terms with respect to an in-court transaction. Through intense efforts on all sides, the Company reached an agreement with its lenders on a Revised RSA with a new restructuring framework that could be successfully implemented and still preserved value across stakeholders. Among other things, the Revised RSA, which was effectuated on July 15, 2025, allows for the prepetition payment of all outstanding 2024 taxes—thereby eliminating a potential significant priority claim—and allows for the payment of any 2025 taxes or remaining 2024 taxes, subject to Bankruptcy Court approval. The outstanding 2024 tax liability was satisfied prior to these Chapter 11 Cases. Based on the terms of the Revised RSA, a similar circumstance is expected in 2025, with revenues that are not substantially offset by rebate-related deductions, potentially giving rise to significant 2025 cash income taxes.

The Revised RSA also contemplated a third First Lien Term Loan repurchase auction, in this case of approximately \$140 million of face-value principal for a cash purchase price of \$119 million. This third repurchase closed on July 15, 2025.

In connection with the Original RSA and the Revised RSA, beginning in March 2025, the Company launched three offers to repurchase first lien term loans, in each case at a substantial discount to face value. Those offers led to the elimination of \$576 million of first lien debt and captured approximately \$139 million of discount in the process.

The Revised RSA, to which nearly all first and second lien term loan lenders are still joined, contemplates a full restructuring of the Company's financial obligations, including a substantial reduction in its debt burden and contractual commitments, and is intended to result in a sustainable capital structure and sufficient go-forward liquidity.

Accordingly, the Debtors are pursuing their restructuring in chapter 11 in line with the significant support of their lenders, to maximize value by minimizing both the costs of restructuring and the impact on the Debtors' businesses.

SECTION III. ANTICIPATED EVENTS DURING CHAPTER 11 CASES

A. Overview of Chapter 11

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11, a debtor is authorized to reorganize its business for the benefit of its creditors and other stakeholders. The Bankruptcy Code provides that a debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

In addition to permitting the rehabilitation of a debtor, another goal of chapter 11 is to promote the equality of treatment of similarly situated creditors and equity interest Holders with respect to the distribution of a debtor's assets. In furtherance of these two goals, section 362 of the Bankruptcy Code generally provides for an automatic stay, arising upon the filing of a petition for relief under chapter 11, of substantially all acts and proceedings against a debtor and its property, including all attempts to collect debt or enforce liens that arose prior to the commencement of the debtor's chapter 11 case. The commencement of a chapter 11 case creates an estate comprising all of the debtor's legal and equitable interests as of the petition date.

The consummation of a plan is the principal objective of a chapter 11 case. A chapter 11 plan sets forth the means for satisfying claims against and interests in the debtor. Confirmation of a plan by the bankruptcy court makes the plan binding, subject to the occurrence of its effective date, upon the debtor, any issuer of securities under the plan, any person acquiring property under the plan, and any creditor or equity interest Holder of a debtor. Subject to certain limited exceptions and the terms of the applicable plan, the order confirming a plan discharges the debtor from any debt that arose prior to the date of confirmation and substitutes therefor the obligations specified in the confirmed plan.

The Bankruptcy Code expressly authorizes a debtor to solicit votes for the acceptance of a plan prior to the filing of a chapter 11 case. Section 1125(a) of the Bankruptcy Code requires a plan proponent, prior to soliciting acceptances of the votes on its proposed plan, to prepare and distribute a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment whether to accept or reject the plan. Because no chapter 11 cases have yet been commenced, this Disclosure Statement has not yet been approved by any bankruptcy court. If the Chapter 11 Cases are subsequently commenced as currently contemplated, the Debtors will promptly seek an order of the Bankruptcy Court approving this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code and determining that the solicitation of votes on the Plan by means of this Disclosure Statement was in compliance with section 1125(a) of the Bankruptcy Code.

B. First-Day Relief

The Debtors intend to continue operating their businesses during the pendency of the Chapter 11 Cases in the ordinary course and, to be in the position to do so, have sought certain

“first-day” relief from the Bankruptcy Court. The following is a description of the “first-day” motions that the Debtors filed on or around the Petition Date.

Debtors’ Emergency Motion for Entry of an Order Authorizing Joint Administration of Chapter 11 Cases (the “Joint Administration Motion”)

Upon commencement of the Chapter 11 Cases, the Debtors filed a motion for entry of an order directing procedural consolidation and joint administration of the Chapter 11 Cases. Joint administration of the Chapter 11 Cases will provide significant administrative convenience without harming the substantive rights of any party in interest.

Debtors’ Emergency Ex Parte Motion for Entry of an Order Authorizing the Employment and Retention of Epiq Corporate Restructuring, LLC as Claims, Noticing, and Solicitation Agent (the “Claims and Noticing Agent Application”)

The Debtors filed a motion for an order authorizing them to retain Epiq as their claims, noticing, and solicitation agent. The Debtors believe that Epiq’s employment is in the best interest of the estates as Epiq has the required expertise and Epiq’s rates are competitive and reasonable.

Debtors’ Emergency Motion for Entry of Order (I) Authorizing the Debtors to (A) File a Consolidated Creditor Matrix and Top 30 Creditors List, (B) Redact Certain Personal Identification Information, (II) Authorizing Service of Parties in Interest by Email, (III) Approving Form and Manner of Notifying Creditors of Commencement of Chapter 11 Case, and (IV) Granting Related Relief (the “Creditor Matrix Motion”)

The Debtors filed a motion for an order granting authority to maintain a single consolidated list of creditors, instead of filing a separate matrix for each Company entity, to file a consolidated list of the Debtors’ 30 largest unsecured creditors, instead of filing separate lists for each Debtor, and to redact certain information in connection therewith. The Company believes that preparing separate lists of creditors in an entity-specific matrix format would be unnecessarily burdensome.

Debtors’ Emergency Motion for Entry of an Order (I) Extending Deadline for Filing Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, Statements of Financial Affairs, and Rule 2015.3 Reports and (II) Granting Related Relief (the “Schedules and Statements Motion”)

The Debtors filed a motion for an order extending the deadline for the Debtors to file their initial reports of financial information with respect to entities in which their chapter 11 estates hold a controlling or substantial interest, as set forth in Bankruptcy Rule 2015.3 by 45 days from the Petition Date, or to file a motion with the Court seeking a modification of such reporting requirements for cause.

Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection, and (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(B) (the “Cash Collateral Motion”)

The Debtors filed a motion for entry of interim and final orders authorizing the Debtors’ use of Cash Collateral and granting certain related relief. The Debtors use cash on hand and cash

flow from operations to fund their working capital needs and capital expenditures, and for other general corporate purposes. Without access to cash on hand the Debtors would be unable to generate revenue, operate their business, or pay their employees. Access to Cash Collateral is critical for the Debtors to be able to satisfy obligations that are essential for the continued management, operation, and preservation of the Debtors' businesses and to swiftly proceed to emergence.

Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System and Maintain Existing Bank Accounts, (B) Pay Related Fees, (C) Utilize Existing Business Forms, and (D) Engage in Intercompany Transactions, (II) Granting Administrative Expense Status to Postpetition Intercompany Claims, (III) Extending the Deadline to Comply with Section 345(b) of the Bankruptcy Code and Waiving Certain of the U.S. Trustee's Operating Guidelines, and (IV) Granting Related Relief (the "Cash Management Motion")

The Debtors filed a motion for entry of an order authorizing them to continue using their existing cash management system, bank accounts, business forms, and credit cards; continuing to engage in intercompany transactions in the ordinary course; providing administrative expense priority for postpetition intercompany transactions; and granting an extension of the time within which the Debtors must comply with the requirements of section 345(b) of the Bankruptcy Code. Maintaining the current cash management system will facilitate the Debtors' transition in the Chapter 11 Cases by, among other things, minimizing delays in paying postpetition obligations and eliminating administrative inefficiencies.

Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief (the "Taxes Motion")

The Debtors filed a motion requesting an order authorizing them to continue to negotiate, pay, and remit (or use tax credits to offset), or otherwise satisfy any taxes and fees that arise or accrue in the ordinary course of business postpetition and authorizing the Debtors to negotiate, pay, and remit (or use tax credits to offset), or otherwise satisfy any prepetition taxes and fees in the ordinary course of business. The Debtors believe that payment of these taxes and related fees is imperative to preserving the going concern value of their estates and facilitating their continued operations.

Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Amounts Owed in Connection With Compensation and Benefits, (B) Maintain Employee Benefits, and (C) Continue to Pay Compensation and Benefits on a Postpetition Basis, and (II) Granting Related Relief (the "Wages Motion")

The Debtors filed a motion for entry of an order authorizing them to continue employee compensation and benefits programs in the ordinary course of business and pay prepetition claims in connection therewith in the ordinary course of business. In the ordinary course of business, the Debtors compensate their employees by, among other things, wages, time-off benefits, reimbursable business expenses, bonuses, medical, dental, and vision plans, life insurance, retirement plans, and workers' compensation. Without continuing to provide these compensation and benefits, the Debtors believe that their employees may seek alternative employment

opportunities. In addition, the Debtors believe that maintaining these compensation and benefits is necessary to minimize the personal hardship to the employees and to maintain morale and stability in the Debtors' business operations.

Debtors' Emergency Motion for Entry of Interim and Final Orders Authorizing Them to Pay Prepetition Claims Incurred Under the Customer Programs (the "Customer Programs Motion")

The Debtors filed a motion for entry of an order authorizing them to continue honoring customer programs in the ordinary course of business and pay prepetition amounts in connection therewith in the ordinary course of business. In the ordinary course of business, the Debtors maintain various customer programs that facilitate the distribution and sale of their products through a complex network of distributors, pharmacy benefit managers, retail pharmacies, and government healthcare programs across the United States. These programs encompass distribution incentives, pharmacy vouchers, market development funds, returns and exchanges, cash discounts, and various operational support services. These programs ensure that patients can access LifeScan's products through convenient retail channels and benefit from insurance coverage. The Debtors believe the Customer Programs are necessary to maintain relationships with distributors, effectively market their products, and efficiently manage their supply chain.

Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of (A) 503(b)(9) Claims, (B) Lien Claims, (C) Critical Vendor Claims, (D) Foreign Vendor Claims, and (E) Other International Claims (II) Confirming Administrative Expense Priority of Outstanding Order Claims, and (III) Granting Related Relief (the "Vendors Motion")

The Debtors filed a motion requesting an order authorizing them to pay prepetition amounts owing on account of critical and foreign vendor claims. The Debtors believe that preserving key relationships with such vendors and other providers is vital to maintain the Debtors' business operations, goodwill, and market share.

Debtors' Emergency Motion for Entry of an Order (I) Approving (A) Bidding Procedures for the Sale of the Debtors' Assets, (B) Assumption and Assignment Procedures, and (C) Form and Manner of Sale Notice, Assumption Notice, and Notice of Successful Bidder, (II) Authorizing Designation of Stalking Horse Bidder, (III) Scheduling Certain Dates and Deadlines, and (IV) Granting Related Relief (the "Bidding Procedures Motion")

The Debtors filed a motion seeking an order approving bidding procedures for the sale of the Debtors' assets, assumption and assignment procedures, the form and manner of sale notice, assumption notice, and Notice of Successful Bidder, authorizing designation of a Stalking Horse Bidder, and scheduling certain dates and deadlines in connection therewith.

Debtors' Emergency Motion for Entry of an Order Setting Certain Hearings and Dates with Respect to the Debtors' Disclosure Statement and Plan Confirmation (the "Scheduling Motion")

The Debtors filed a motion requesting entry of an order approving, among other relief: (i) the scheduling of a hearing to approve this Disclosure Statement; (ii) an objection deadline in respect of both the Plan; (iii) procedures for soliciting votes on the Plan; (iv) the scheduling of a

hearing to confirm the Plan; and (v) the form and manner notices of the Confirmation Hearing and objection deadlines.

For additional information regarding the confirmation process and requirements, please refer to the discussion in Section VI, titled “Confirmation of Plan.”

SECTION IV. SUMMARY OF JOINT CHAPTER 11 PLAN

A. *Treatment of Claims and Interests*

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in Article III of the Plan.

1. Administrative Expense Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Expense Claim and the Debtors (with the consent of the Required Consenting Lenders) or the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Expense Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Allowed Administrative Expense Claim an amount of Cash equal to the amount of such Allowed Administrative Expense Claim in accordance with the following: (a) if an Administrative Expense Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Expense Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Expense Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Expense Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) 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 Holders of such Allowed Administrative Expense Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A of the Plan, and except with respect to Administrative Expense Claims that are Professional Fee Claims, requests for payment of Administrative Expense Claims must be Filed with the Bankruptcy Court and served on the Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Expense Claims Bar Date. Holders of Administrative Expense Claims that are required to, but do not, File and serve a request for payment of such Administrative Expense Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, or their property and such Administrative Expense Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be Filed with the

Bankruptcy Court and served on the Debtors and the requesting party no later than sixty (60) days after the Effective Date. Notwithstanding the foregoing, no request for payment of an Administrative Expense Claim need be Filed with the Bankruptcy Court with respect to an Administrative Expense Claim previously Allowed.

2. Professional Fee Claims

a. Professional Fee Claims

All applications for final allowance of Professional Fee Claims must be Filed and served on the Reorganized Debtors and such other Entities who are designated in the Confirmation Order no later than forty-five (45) days after the Effective Date. The Professional Fee Claims owed to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account after such Claims are Allowed by a Final Order. After all Allowed Professional Fee Claims have been paid in full, any excess amounts remaining in the Professional Fee Escrow Account shall be returned to the Reorganized Debtors. To the extent that the funds held in the Professional Fee Escrow Account are unable to satisfy the amount of Allowed Professional Fee Claims owed to the Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

Objections to any Professional Fee Claim must be Filed and served on the Reorganized Debtors and the requesting Professional by no later than twenty-one (21) days after the Filing of the applicable final application for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, including from the Professional Fee Escrow Account, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Escrow Account and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Escrow Account to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Debtors or the Reorganized Debtors.

b. Professional Fee Escrow Account

On or prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account will not be considered property of the Company, the Estates, the Reorganized Debtors, or any of their respective affiliates, and no liens, claims, encumbrances, or interests will encumber the Professional Fee Escrow or funds held in the Professional Fee Escrow in any way.

c. Professional Fee Reserve Amount

To receive payment for unbilled fees and expenses incurred through the Confirmation Date, the Professionals shall estimate in good faith their Professional Fee Claims (taking into account any retainers) prior to and as of the Confirmation Date and shall deliver such estimate to the

Debtors at least three (3) calendar days prior to the Effective Date. If a Professional does not provide such estimate, the Reorganized Debtors may estimate the unbilled fees and expenses of such Professional; provided that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Professional. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Reserve Amount.

d. Post-Confirmation Date Fees and Expenses

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

3. Priority Tax Claims

Unless otherwise agreed to by the Holder of an Allowed Priority Tax Claim and the Debtors or the Reorganized Debtors, as applicable, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

4. Restructuring Expenses.

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms of the orders, engagement letters, and Restructuring Term Sheet, without any requirement (i) to File a fee application with the Bankruptcy Court, (ii) for Bankruptcy Court review or approval, and/or (iii) submission to any party of itemized time detail. 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 two (2) 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. From and after the Petition Date, the Debtors and the Reorganized Debtors (as applicable) shall pay, when due and payable pursuant to the Restructuring Term Sheet, and otherwise in the ordinary course, the Restructuring Expenses whether incurred before, on, or after the Effective Date. On or prior to the Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Expenses incurred prior to and unpaid as of the Effective Date shall be submitted to the Debtors and shall be paid, or caused to be paid, by the Reorganized Debtors within ten (10) Business Days of receipt of the applicable final invoice. Any Restructuring Expenses that constitute Adequate Protection Obligations (as defined in the Cash

Collateral Orders) are entitled to all rights and protections of other Adequate Protection Obligations (as defined in the Cash Collateral Orders).

Notwithstanding the foregoing, if the Debtors or the Reorganized Debtors, as applicable, dispute the reasonableness of any such estimate or invoice, the Debtors or the Reorganized Debtors, as applicable, shall submit an objection to such applicable Professional within two (2) Business Days of receipt thereof. Any undisputed portion of such invoice shall be paid in accordance with the foregoing paragraph, and the disputed portion of such estimate or invoice shall not be paid until the dispute is resolved.

In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses solely related to implementation, consummation and defense of the Plan.

B. Classification of Claims and Interests

All Claims and Interests, except for those described in Article II, are classified as set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified 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, as applicable, in that Class. To the extent a specified Class does not include any Allowed Claims or Allowed Interests, as applicable, then such Class shall be eliminated from the Plan for purposes of voting to accept or reject the Plan and shall not be considered in evaluating the Plan's compliance with section 1129(a)(8) of the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any Classes of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine that controversy on or before the Confirmation Date.

The classification of Claims and Interests against each Debtor pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors.

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Other Priority Claims	Unimpaired	Presumed to Accept
3	First Lien Term Loan Claims	Impaired	Entitled to Vote
4	Second Lien Secured Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Intercompany Claims and Intercompany Interests	Unimpaired / Impaired	Presumed to Accept / Entitled to Vote or Deemed to Reject (as applicable)
7	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

The treatment of each Class pursuant to the Plan is set forth in Section I.B herein.

1. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect, diminish, or impair the rights of the Debtors or the Reorganized Debtors, 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; and, except as otherwise specifically provided in the Plan, nothing herein shall be deemed to be a waiver or relinquishment of any claim, Cause of Action, right of setoff, or other legal or equitable defense that the Debtors had immediately prior to the Petition Date, against or with respect to any Claim that is Unimpaired (including, for the avoidance of doubt, any Claim that is Reinstated) by the Plan. Except as otherwise specifically provided in the Plan, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff, and other legal or equitable defenses that the Debtors had immediately prior to the Petition Date fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights with respect to any Reinstated Claim or Claim that is otherwise Unimpaired by this Plan may be asserted after the Confirmation Date and the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

C. *Acceptance and Rejection of the Plan*

1. Voting Classes; Presumed Acceptance by Non-Voting Classes

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 Plan shall be presumed accepted by such Class.

2. Elimination of Vacant Classes

Any Class of Claims or Interests 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.

3. No Waiver

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

4. 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 one or more of the Classes entitled to vote pursuant to Article III.B herein. 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, subject to the consent rights set forth in the Restructuring Support Agreement, and subject to the terms of the Restructuring Support Agreement, to modify the Plan in accordance with Article X herein 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.

5. 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 the Confirmation Date or such other date as fixed by the Bankruptcy Court.

6. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Allowed 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 or the Reorganized Debtors, as applicable, reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

D. *Means for Implementation of the Plan*

1. General Settlement of Claims and Interests

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan that a Claim or an Interest Holder may have with respect to any Allowed Claim or Allowed Interest or any Distribution to be made on account of such Allowed Claim or Allowed Interest, including pursuant to the transactions set forth in the Restructuring Support Agreement. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Allowed Claims, Allowed Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise, settlement and transactions are in the best interests of the Debtors, their Estates, and Holders of Allowed Claims and Allowed Interests, and is fair, equitable, and within the range of reasonableness. Subject to the provisions of this Plan governing Distributions, all Distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

2. Restructuring Transactions

On the Effective Date, the applicable Debtors or the Reorganized Debtors shall enter into any transaction, including those transactions set forth in the Restructuring Support Agreement, Restructuring Term Sheet and Restructuring Steps Plan and shall take any actions as may be necessary or appropriate to effectuate the Restructuring Transactions (to the extent not already effected), including, as applicable, to effectuate a corporate restructuring of the overall corporate structure of the Debtors, to the extent provided herein, the Restructuring Support Agreement, the Restructuring Term Sheet or in the Definitive Documents, including: (a) the issuance, transfer, or cancellation of any securities, notes, instruments, Certificates, and other documents required to be issued, transferred, or cancelled pursuant to the Plan or any Restructuring, (b) the issuance of the Reorg Equity, (c) issuance of the New Revolving Facility and entry into the New Revolving Facility Documents, (d) issuance of the New First Lien Term Loan Facility and entry into the New First Lien Term Loan Facility Documents, (e) entry into the New ICA, and (f) execution of the New Governance Documents, in each case, subject to the Plan and the consent rights and agreements and obligations contained in the Restructuring Support Agreement and Restructuring Term Sheet; (g) the funding of the Wind-Down Reserve; (h) entry into the Advisory Agreement; (i) such other transactions that, in the reasonable business judgment of the Debtors or the Reorganized Debtors are required to effectuate the Restructuring Transactions; and (j) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to sections 1123 and 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Restructuring Transactions.

E. *Sources of Consideration for Plan Distributions*

The Debtors shall fund distributions under the Plan with (a) the issuance of the Reorg Equity, (b) the issuance of or borrowings under (i) the New Revolving Facility and (ii) the New First Lien Term Loan Facility, and (c) Cash on hand. Each distribution and issuance referred to in Article IV of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

1. *Reorg Equity*

On the Effective Date, Reorganized Parent shall issue the Reorg Equity pursuant to the Plan and the Restructuring Steps Plan. The issuance of the Reorg Equity, including, if applicable, equity awards reserved for the Management Incentive Plan, by the Reorganized Debtors shall be authorized without the need for any further corporate or other action by the Debtors or Reorganized Debtors or by Holders of any Claims or Interests. All of the shares (or comparable units) of Reorg Equity issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable and not to have been issued in violation of any preemptive rights, rights of first refusal or similar rights or any applicable law. Each distribution and issuance of Reorg Equity shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance without the need for execution by any party thereto other than the applicable Reorganized Debtor(s). Any Entity's acceptance of Reorg Equity shall be deemed as its agreement to the New Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their respective terms. The Reorg Equity will not be registered under the Securities Act or listed on any exchange as of the Effective Date and will not be deposited with the Depository Trust Company.

Pursuant to section 1145 of the Bankruptcy Code, to the maximum extent permitted by law, the offering, issuance, and distribution of the Reorg Equity in respect of eligible Allowed Claims pursuant to the Plan shall be exempt from, among other things, the registration and/or prospectus delivery requirements of section 5 of the Securities Act and any other applicable federal, state, local or other law requiring registration and/or delivery of prospectuses prior to the offering, issuance, distribution, or sale of Securities. Such Reorg Equity, (a) will not constitute "restricted securities" as defined in rule 144(a)(3) under the Securities Act and (b) will be freely tradable and transferable in the United States by each recipient thereof that (i) is an entity that is not an "underwriter" as defined in section 1145(b)(1) of the Bankruptcy Code, (ii) is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (iii) has not been such an "affiliate" within 90 days of the time of the transfer, and (iv) has not acquired such securities from an "affiliate" within one year of the time of transfer. Notwithstanding the foregoing, such Reorg Equity shall remain subject to compliance with applicable securities laws and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Reorg Equity and subject to any restrictions in the New Organizational Documents. To the extent the issuance under section 1145 of the Bankruptcy Code is not available, the Reorg Equity will be issued without registration under the Securities Act in reliance upon section 4(a)(2) of the

Securities Act or Regulation D promulgated thereunder or Regulation S promulgated thereunder. To the extent issued in reliance on section 4(a)(2) of the Securities Act or Regulation D thereunder or Regulation S promulgated thereunder, such securities will be “restricted securities” subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law and subject to any restrictions in the New Organizational Documents. [To the extent the issuance under section 1145 of the Bankruptcy Code is not available, the Reorg Equity will be issued without registration under the Securities Act in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder or Regulation S promulgated thereunder. To the extent issued in reliance on section 4(a)(2) of the Securities Act or Regulation D thereunder or Regulation S promulgated thereunder, such securities will be “restricted securities” subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law and subject to any restrictions in the New Organizational Documents.]

2. New Revolving Facility and New First Lien Term Loan Facility

On the Effective Date, the issue of the New Revolving Facility and the New First Lien Term Loan Facility shall enter into such facilities on the terms set forth in the Restructuring Support Agreement, Restructuring Term Sheet and Restructuring Steps Plan.

Confirmation of the Plan shall be deemed approval of the New Revolving Facility Documents and the New First Lien Term Loan Facility Documents (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith), to the extent not approved by the Bankruptcy Court previously, and the Debtors or Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to consummate the applicable New Revolving Facility Documents and the New First Lien Term Loan Facility Documents without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as may be agreed between the Debtors or Reorganized Debtors and the Required Consenting Lenders.

On the Effective Date, and without the need for any further corporate action or other action by holders of Claims or Interests, all of the Liens and security interests to be granted in accordance with the New First Lien Term Loan Facility Documents and the New Revolving Facility 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 First Lien Term Loan Facility Documents and the New Revolving Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New First Lien Term Loan Facility Documents and the New Revolving Facility Documents, 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 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), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. Corporate Action

Upon the Effective Date, all actions contemplated under the Plan (including, the Restructuring Steps Plan) and all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date) shall be deemed authorized and approved in all respects.

All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Revolving Facility Documents, the New First Lien Term Loan Facility Documents, the New ICA, the New Governance Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.F shall be effective notwithstanding any requirements under non-bankruptcy law.

4. Corporate Existence

Except as otherwise provided in the Plan or Plan Supplement, each Debtor, as Reorganized Debtors, shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable law). As soon as reasonably practicable after the Effective Date, the actions described in the Restructuring Steps Plan, required to be taken after the Effective Date shall be taken, including that DUV Holding Corporation shall be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or the Plan Supplement, or in any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Debtor's Estate, all Claims, rights, defenses, and Causes of Action of the Debtors, and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, Causes of Action, charges, or other encumbrances. If the Reorganized Debtors default in performing under the provisions of the Plan and the Chapter 11 Cases are converted to Chapter 7, all property vested in each Reorganized Debtor and all subsequently acquired property owned as of or after the conversion date shall revest and constitute property of the bankruptcy Estates in such Chapter 7 cases. On and after the Effective Date, except as otherwise provided herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

6. Cancellation of Prepetition Credit Agreements, Notes, Instruments, Certificates, and Other Documents

On the Effective Date, except as otherwise provided in the Plan, the Confirmation Order, any agreement, instrument or other document entered into in connection with or pursuant to the Plan, the Restructuring Support Agreement, or the Restructuring Term Sheet, all credit agreements, security agreements, intercreditor agreements, notes, instruments, Certificates, and other documents evidencing Claims or Interests shall be cancelled and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full, and the Agents/Trustees shall be released from all duties thereunder; provided, that, notwithstanding Confirmation or the occurrence of the Effective Date, any such document that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of (a) enabling Holders of Allowed Claims and Allowed Interests to receive Distributions under the Plan as provided herein, (b) governing the contractual rights and obligations among the Agents and the lenders or Holders party thereto (including, without limitation, indemnification, expense reimbursement, and Distribution provisions) until the Reorganized Debtors emerge from the Chapter 11 Cases, (c) preserving any rights of the Agents thereunder to maintain, exercise, and enforce any applicable rights of indemnity, reimbursement, or contribution, or subrogation or any other claim or entitlement, (d) permitting each Agent to perform any functions that are necessary to effectuate the immediately foregoing, including appearing and being heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court; (e) facilitating the entry into the New Revolving Facility and the New Revolving Facility Documents, (f) facilitating the entry into the New First Lien Term Loan Facility and the New First Lien Term Loan Facility Documents, (g) [facilitating the entry into the New ICA], (h) facilitating the entry into the New Governance Documents, and (i) furthering any other purpose as set forth in the Restructuring Support Agreement and the Restructuring Term Sheet.

7. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors, and the officers and members of the boards of directors and managers thereof, are authorized to and may issue, execute, deliver,

file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

8. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action included in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity (other than the Required Consenting Lenders) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action of the Debtors against it. Except as specifically released under the Plan or pursuant to a Final Order, the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.** Unless any Causes of Action of the Debtors against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or pursuant to a Final Order, the Reorganized Debtors expressly reserve all such Causes of Action for later adjudication, and, therefore, 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.

The Reorganized Debtors reserve and shall retain the Causes of Action of the Debtors notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code and except as expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or pursuant to a Final Order, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

For the avoidance of doubt, the Debtors and the Reorganized Debtors do not reserve any Claims or Causes of Action that have been expressly released by the Debtors pursuant to the Debtor Release (including, for the avoidance of doubt, Claims against the Consenting Lenders).

9. Management Incentive Plan

The Reorganized Debtors shall implement a Management Incentive Plan reserving up to 10% of the Reorg Equity for awards to management employees of the Reorganized Debtors, which will otherwise contain terms and conditions as determined by the New Board. For the avoidance of doubt, any Reorg Equity issued or reserved for issuance under the Management Incentive Plan will be calculated on a fully-diluted and fully-distributed basis.

10. Directors and Officer of the Reorganized Debtors

[As of the Effective Date, the terms of the current members of the board of managers of DUV Holding Corporation shall expire, and the new directors and officers of the Reorganized Debtors shall be appointed. Except to the extent that a current member of the board of managers of DUV Holding Corporation is designated to serve as a director, manager, or sole manager of a Reorganized Debtor, the current members of the board of managers of DUV Holding Corporation prior to the Effective Date, in their capacities as such, shall have no continuing obligations to DUV Holding Corporation] on or after the Effective Date, and each such director shall be deemed to have resigned or shall otherwise cease to be a manager of DUV Holding Corporation on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable New Governance Documents of such Reorganized Debtor and may be designated, replaced, or removed in accordance with such New Governance Documents.

11. Wind Down Officer

On and after the Effective Date, the Wind-Down Officer shall act for DUV Holding Corporation in the same fiduciary capacity as applicable to a board of managers, directors, officers, or other Governing Body, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as managers, officers, directors, or member of any other Governing Body of DUV Holding Corporation shall be deemed to have resigned, solely in their capacities as such, and the Wind-Down Officer shall be appointed as the sole manager, and sole officer of DUV Holding Corporation, and shall succeed to the powers of DUV Holding Corporation's managers, directors, officers, and members of any other Governing Bodies without any further action required on the part of DUV Holding Corporation, the members or any other equity holders of DUV Holding Corporation, or the officers, directors, managers, or Governing Body, as applicable, of DUV Holding Corporation, in each case in accordance with the Plan, Restructuring Support Agreement and Restructuring Steps Plan. The foregoing shall not limit the authority of DUV Holding Corporation or the Wind-Down Officer, as applicable, to continue the employment of any former manager or officer.

As of the Effective Date, the Wind-Down Officer is authorized to execute, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, Restructuring Support Agreement and Restructuring Steps Plan and the

continuation of DUV Holding Corporation and the other Debtors until wound down, in accordance with the Wind-Down Budget. Subject in all respects to the terms of this Plan, the Restructuring Support Agreement and the Restructuring Steps Plan, the Wind-Down Officer shall have the power and authority to take any action necessary to dissolve and wind down DUV Holding Corporation and the other Debtors, and shall file a certificate of cancellation for DUV Holding Corporation and the other Debtors, or such other documentation required to dissolve such entities, together with all other necessary corporate and company documents, to effect the dissolution and winding up of DUV Holding Corporation and the other Debtors under the applicable laws of its state of formation. The filing by the Wind-Down Officer of DUV Holding Corporation's certificate of cancellation shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule. The Wind-Down Officer shall be authorized to certify or attest to any of the forgoing actions.

12. Certain Securities Law Matters

[Except as described in the following paragraphs, the Debtors will rely on section 1145(a) of the Bankruptcy Code to exempt from registration under the Securities Act the offer, issuance, and distribution of the Reorg Equity issued pursuant to the Plan. The offering, issuance, and distribution of such Reorg Equity pursuant to section 1145(a) of the Bankruptcy Code shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, section 1145 of the Bankruptcy Code. Such Reorg Equity will be freely tradable in the United States by the recipients thereof, subject to 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, and compliance with applicable securities laws and any rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments. To the extent the issuance under section 1145 of the Bankruptcy Code is not available, the Reorg Equity will be issued without registration under the Securities Act in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder or Regulation S promulgated thereunder. To the extent issued in reliance on section 4(a)(2) of the Securities Act or Regulation D thereunder or Regulation S promulgated thereunder, such securities will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law and subject to any restrictions in the New Organizational Documents.]

13. Section 1146(a) Exemption

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code and applicable law, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale,

assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

14. Employee and Retiree Benefits

Unless otherwise provided herein or in the Confirmation Order (including as modified by the Management Incentive Plan), rejected pursuant to a separate order of the Bankruptcy Court, designated as a contract or lease to be rejected on the Schedule of Rejected Executory Contracts and Unexpired Leases, or the subject of a separate rejection motion filed by the Debtors, and subject to Article V and the consent of the Required Consenting Lenders, the Reorganized Debtors shall assume all employment agreements, including any severance, retention, and incentive compensation programs in place as of the Effective Date. Pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

Other than as otherwise contemplated in the Plan or other Definitive Documents, for the avoidance of doubt, no provision in any agreement, plan, or arrangement to be assumed pursuant to the foregoing paragraph relating to the award of equity or equity-like compensation shall be binding on, or honored by, the Reorganized Debtors. Nothing in this Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs and plans.]

F. *Treatment of Executory Contracts and Unexpired Leases*

1. Assumption of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease shall be assumed and assigned to the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than: (1) those that are identified on the Rejected Executory Contract and Unexpired Lease List; (2) those that have been previously rejected by a Final Order; (3) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Effective Date; or (4) those that are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the

Effective Date; provided the Debtors or the Reorganized Debtors, as applicable, retain the right to alter, amend, modify or supplement the Rejected Executory Contract and Unexpired Lease List, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Rejected Executory Contract and Unexpired Lease List at any time through and including the Effective Date.

Entry of the Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Assumed Executory Contract and Unexpired Leases List, or the Rejected Executory Contracts and Unexpired Leases List, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, assumptions or rejections 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 before the Effective Date shall revert 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. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, with the consent of the required Consenting Lenders, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List and the Rejected Executory Contracts and Unexpired Leases List at any time up to forty-five (45) days after the Effective Date.

2. Indemnification Obligations

On and after the Effective Date, the Indemnification Provisions will be assumed and irrevocable and survive the Effective Date. None of the Debtors or the Reorganized Debtors, as applicable, will take any action to amend or restate their respective governance documents before or after the Effective Date to amend, augment, terminate, or adversely affect any of the Debtors’ or the Reorganized Debtors’ obligations to provide such indemnification rights or such directors’, officers’, managers’, employees’, or agents’ indemnification rights.

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

Unless otherwise provided 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 to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the Effective Date or (2) entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors 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, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.** All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

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

The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter, with the amount and timing of payment of any such Cure dictated by the Debtors' ordinary course of business. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the ordinary course amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty must be Filed by the applicable counterparty with the Claims and Noticing Agent on or before 30 days after the Effective Date. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure in the Debtors ordinary course of business; provided that nothing herein shall prevent the Reorganized Debtors from paying any Cure Amount despite the failure of the relevant counterparty to File such request for payment of such Cure. The Reorganized Debtors also may settle any Cure Amount without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is any dispute regarding any Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to this Article V, in the amount and at the time dictated by the Debtors' ordinary course of business, shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V, in the amount and at the time dictated by the Debtors' ordinary course of business, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

5. Insurance Policies

Each of the Insurance Policies are treated as Executory Contracts under the Plan. Unless otherwise provided herein or in the Plan Supplement or any document related thereto, on the Effective Date, (1) the Debtors shall be deemed to have assumed all Insurance Policies, and (2) such Insurance Policies shall revert in the Reorganized Debtors. Nothing in the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening), (x) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such Insurance Policies or (y) alters or modifies the duty, if any, that the Insurers pay Claims covered by such Insurance Policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Reorganized Debtors) or draw on any collateral or security therefor. For the avoidance of doubt, Insurers shall not need to nor be required to File or serve a Cure objection or a request, application, claim, Proof of Claim, or motion for payment and shall not be subject to any claims bar date or similar deadline governing Cure Amounts or Claims.

The Debtors or the Reorganized Debtors, as applicable, shall not terminate or otherwise reduce the coverage under any directors' and officers' Insurance Policies in effect prior to the Effective Date, and any directors and officers of the Debtors who served in such capacity at any time before or after the Effective Date shall be entitled, subject to and in accordance with the terms and conditions of such Insurance Policy in all respects, to the full benefits of any such Insurance Policy for the full term of such policy regardless of whether such directors or officers remain in such positions after the Effective Date. For the avoidance of doubt, the directors' and officers' Insurance Policies shall revert in the Reorganized Debtors. Notwithstanding anything herein to the contrary, the Debtors shall retain the ability to supplement such directors' and officers' insurance policies as the Debtors deem necessary, including by purchasing any tail coverage (including, without limitation, a tail policy).

6. 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 all Executory Contracts and Unexpired Leases related thereto, if any, including all easements,

licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

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

7. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, subject to the consent of the Required Consenting Lenders (which consent shall not be unreasonably withheld), or the Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

8. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

9. Contracts and Leases Entered into after Petition Date

Notwithstanding anything contained herein (including any release, discharge, exculpation or injunction provisions) or the Confirmation Order, contracts, agreements, instruments, Certificates, leases and other documents entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts, agreements, instruments, certificates, leases and other documents (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by the Plan (including the release, discharge, exculpation and injunction provisions), the entry of the Confirmation Order and any other Definitive Documents.

G. *Provisions Governing Distributions*

1. The Distribution Agent and Servicers

a. Power and Roles

Except distributions under the Plan shall be made by the Distribution Agent on the Effective Date (or, if a Claim is not an Allowed Claim on the Effective Date, on the next Interim Distribution Date) or as soon as reasonably practicable thereafter. Where Allowed Claims that are

governed by a separate agreement and administered by a Servicer, the Distribution Agent and the Reorganized Debtors, together with the applicable Servicer, shall use commercially reasonable efforts to implement distributions in accordance with the Plan and with the applicable agreements.

Without further order of the Bankruptcy Court, the Distribution Agent and, where applicable, the Servicers, shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals and incur reasonable fees and expenses to represent it with respect to such responsibilities; and (d) exercise such other powers as may be vested in them by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the Plan.

If the Distribution Agent is one or more of the Reorganized Debtors, the Distribution Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. The Servicers shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court

b. Expenses

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable and documented fees and out-of-pocket expenses incurred by the Distribution Agent or the Servicers on or after the Effective Date (including the reasonable and documented fees and expenses of counsel) in connection with making distributions shall be paid by the Reorganized Debtors, in the ordinary course, without duplication of payments of Restructuring Expenses or Professional Fees.

2. Delivery Procedures

a. Record Date

Except as otherwise provided in the Plan or prior Bankruptcy Court order, the Distribution Agent shall make distributions to holders of Allowed Claims as of the Distribution Record Date at the address for each such holder as indicated in the Debtors' records as of the date of any such distribution.

The manner of such distributions shall be determined at the discretion of the Reorganized Debtors. In addition, with respect to payment of any Cure Claim or disputes over any Cure Claim, neither the Debtors nor the Distribution Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the Effective Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Cure Claim. For avoidance of doubt, the Distribution Record Date shall not apply to beneficial holders of securities customarily filed with DTC, who shall receive a distribution in accordance with the terms of Article VI of the Plan and, as applicable, the customary procedures of DTC on or as soon as practicable after the Effective Date.

b. Interim Distribution Date

Except as otherwise provided in the Plan or prior Bankruptcy Court order, the Distribution Agent shall make additional interim distributions to holders of Allowed Claims that were not considered Allowed as of the Distribution Record Date.

The Reorganized Debtors shall have reasonable discretion to determine the timing of these Interim Distribution Dates based on among other things, resolutions of Disputed Claims and the administrative costs of such a distribution. The manner of such distributions shall be determined at the reasonable discretion of the Reorganized Debtors.

3. Special Rules for Distributions to Holders of Disputed Claims and Interests

a. Undeliverable and Unclaimed Distributions

(i) *Undeliverable Distributions.* If any Distribution to a Holder of an Allowed Claim or Interest is returned to the Distribution Agent as undeliverable, no further Distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then-current address or other necessary information for delivery, at which time all currently due missed Distributions shall be made to such Holder on the next Distribution Date. Undeliverable Distributions shall remain in the possession of the Reorganized Debtors until such time as a Distribution becomes deliverable, or such Distribution reverts to the Reorganized Debtors or is cancelled pursuant to Article VI.B of the Plan, and shall not be supplemented with any interest, dividends, or other accruals of any kind. The Debtors, the Reorganized Debtors, and the Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan, except in the event of actual fraud, gross negligence, or willful misconduct, as determined by a Final Order of a court of competent jurisdiction. The Debtors, the Reorganized Debtors, and the Distribution Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

(ii) *Reversion.* Any Distribution under the Plan that is an unclaimed Distribution for a period of six months after Distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and such unclaimed Distribution shall revert in the applicable Reorganized Debtor and, as applicable, shall be deemed cancelled. Upon such reversion, the Claim or Interest of any Holder or its successors with respect to such property shall be cancelled, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws, or any provisions in any document governing the Distribution that is an unclaimed Distribution, to the contrary.

4. Calculation

a. Full Amount Payable

Unless otherwise provided in the Plan or paid pursuant to a prior Bankruptcy Court order, on the Effective Date (or, if a Claim is not an Allowed Claim on the Effective Date, then on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class. Distributions on

account of any Disputed Claims (which will only be made if and when they become Allowed Claims) shall be made pursuant to the provisions set forth in Article VII. If any payment or act under the Plan is required to be made or performed on or by 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.

b. Foreign Currency Exchange Rate

Except as otherwise provided in a Final Order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall, for the purposes of determining the amount of a Distribution be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as displayed by Bloomberg L.P. or, if that rate is not available, as published in The Wall Street Journal, National Edition, as of a date to be agreed by the Debtors or the Reorganized Debtors, the Sponsor, and the Required Consenting Lenders.

c. Distributions on Account of Obligations of Multiple Debtors

For all purposes associated with distributions under the Plan, each Claim that has been asserted against multiple Debtors will be treated as a single Claim and shall result in a single distribution under the Plan.

d. No Postpetition Interest

Except as may be required by the Bankruptcy Code or otherwise set forth in the Plan, postpetition interest shall not accrue or be paid on any Claims or Interests, and no holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any such Claim or Interest.

e. Allocation between Principal and Accrued Interest

Except as otherwise provided in the Plan or by order of the Bankruptcy Court, including the Cash Collateral Orders, the aggregate consideration paid to holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to the interest, if any, accrued through the Effective Date.

f. Single Satisfaction of Claims

Notwithstanding anything else contained in the Plan or Confirmation Order, in no case shall a distribution be made under the Plan on account of an Allowed Claim to the extent that the aggregate value of all property received or retained on account of such Allowed Claim (from whatever source) would exceed 100 percent of the underlying Allowed Claim.

g. Setoffs

Except as otherwise expressly provided for herein, each Reorganized Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off or recoup against any Allowed

Claim (other than an Allowed Claim held by a Consenting Lender) and the Distributions to be made pursuant to the Plan on account of such Allowed Claim (before any Distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such claims, rights, and Causes of Action that such Reorganized Debtor may possess against such Holder; provided, further, that such Holder may contest any such set off by a Reorganized Debtor in the Bankruptcy Court or any other court of competent jurisdiction. For the avoidance of doubt, any such right of set off may be preserved by Filing a Proof of Claim related to such right of set off prior to the Effective Date.

h. Minimum Distributions

Holders of Allowed Claims entitled to distributions of \$50 or less shall not receive distributions, and each Claim to which this limitation applies shall be discharged pursuant to Article VIII of the Plan and its holder shall be forever barred pursuant to Article VIII of the Plan from asserting that Claim against the Reorganized Debtors or their property.

No fractional shares of Reorg Equity shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of Reorg Equity that is not a whole number, the actual distribution of shares of Reorg Equity shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded up to the next higher whole number and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded down to the next lower whole number with no further payment therefore. The total number of authorized shares of Reorg Equity to be distributed to Holders of Allowed Claims or Allowed Interests may be adjusted by the Debtors, with the consent of the Required Consenting Lenders, as necessary to account for the foregoing rounding.

5. Special Rule for Distributions to Holders of Disputed Claims and Interests

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the relevant parties, unless as otherwise agreed to by the Debtors or set forth in an order of the Bankruptcy Court: (a) no partial payments and no partial Distributions shall be made with respect to a Disputed Claim or Interest until all such disputes in connection with such Disputed Claim or Interest have been resolved by settlement or Final Order; provided, however, that if a portion of a Claim is not Disputed, the Distribution Agent may make a partial Distribution based on such portion of such Claim that is not Disputed; and (b) any Entity that holds both an Allowed Claim or Interest and a Disputed Claim or Interest shall not receive any Distribution on the Allowed Claim or Interest unless and until all objections to the Disputed Claim or Interest have been resolved by settlement or Final Order or the Claims or Interests have been Allowed or expunged. Any dividends or other Distributions arising from property distributed to Holders of Allowed Claims or Interests, as applicable, in a Class and paid to such Holders under the Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim or Interest, as applicable, in

such Class that becomes an Allowed Claim or Interest after the date or dates that such dividends or other Distributions were earlier paid to Holders of Allowed Claims or Interests in such Class.

6. Compliance Matters

In connection with the Plan, to the extent applicable, the Reorganized Debtors and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

[Any party entitled to receive any property as an issuance or distribution under the Plan shall, upon request, deliver to the Reorganized Debtors and Distribution Agent, or such other Person designated by the Reorganized Debtors or the Distribution Agent, IRS Form W-9 or, if the payee is a foreign Person, an applicable IRS Form W-8, or any other forms or documents reasonably requested by the Reorganized Debtors or the Distribution Agent to reduce or eliminate any withholding required by a Governmental Unit.]

7. Surrender of Cancelled Loans, Instruments, or Securities

Except as otherwise provided in the Plan (including with respect to Unimpaired Claims), on the Effective Date: (1) the First Lien Term Loan Claims, (2) the Second Lien Term Loan Claims, and (3) the Third Lien Term Loan Claims, and any other certificate, equity security, share, note, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligation of, or ownership interest in, the Debtors that are reinstated pursuant to the Plan), shall be deemed cancelled, surrendered, and discharged as to the Debtors without any need for further action or approval of the Bankruptcy Court, any holder thereof, or any other person or entity, and the Reorganized Debtors shall not have any continuing obligations thereunder or in any way related thereto; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligation of or ownership interest in the Debtors that are specifically reinstated pursuant to the Plan) shall be deemed satisfied in full, released, and discharged without any need for further action or approval of the Bankruptcy Court, any other holder thereof, or any other person or entity.

8. Claims Paid of Payable by Third Parties

a. Claims Paid by Third Parties

A Claim shall be reduced in full, and such Claim shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a Distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall repay, return or deliver any Distribution held by or transferred to the Holder to the applicable Reorganized Debtor 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; provided that the foregoing shall not prejudice such third party's rights (including, for the avoidance of doubt, subrogation rights) with respect to the Debtors and the Reorganized Debtors. The failure of such Holder to timely repay or return such Distribution shall result in the holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed.

b. Claims Payable by Insurance Carriers

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 agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers' agreement, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims Register by the Claims and Noticing Agent without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

c. Applicability of Insurance Policies

Except as otherwise provided herein, Distributions to Holders of Allowed Claims shall be in accordance with the provisions of an applicable insurance policy. Except as otherwise expressly set forth in the Plan, nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

H. *Procedures for Resolving Disputed Claims*

1. Allowance of Claims and Interests, Generally

Except as otherwise expressly provided in the Plan and without regard to any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Confirmation Date, the Debtors, and following the Effective Date, the Reorganized Debtors, shall have the authority, without any

further notice to or action, order, or approval by the Bankruptcy Court, to (a) agree to Allow any Disputed Claim pursuant to clause (c) of the definition of “Allowed,” which has not been made subject to an objection or request for estimation prior to the Confirmation Date, (b) file, withdraw, or litigate to judgment objections to Disputed Claims, (c) settle or compromise any Disputed Claim that has not been made subject to an objection or request for estimation prior to the Confirmation Date, and (d) direct the Claims Agent to adjust the Claims Register to reflect all resolutions of Disputed Claims.

The Reorganized Debtors shall file any objections to Claims (including any omnibus objections) no later than the Claim Objection Deadline (as it may be extended).

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been Allowed, Disallowed or estimated by order of the Bankruptcy Court be entitled to seek reconsideration of such an order unless it filed a motion requesting reconsideration on or before 21 calendar days after the date of the order.

2. Contingent and Unliquidated Claims

Except with respect to a Claim that is Allowed pursuant to clause (a) or (c) of the definition of “Allowed,” any Claim that is listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been filed, shall be considered Disallowed and shall be expunged by the Debtors and the Claims Agent without further notice to any party or action, approval, or order of the Bankruptcy Court.

At any time prior to the Claim Objection Deadline, the Debtors and the Reorganized Debtors or the applicable claimant may request that the Bankruptcy Court estimate, pursuant to section 502(c) of the Bankruptcy Code, any Disputed Claim that is presented in a Proof of Claim as contingent or unliquidated, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection.

In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on the Allowed amount of such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Allowed amount of such Claim, the Debtors or the Reorganized Debtors, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim.

3. Amendments

On or after the Confirmation Date, a Claim may not be amended without the prior authorization of (a) the Bankruptcy Court or (b) the Debtors or Reorganized Debtors as applicable.

The Debtors (with the consent of the Required Consenting Lenders), prior to the Effective Date, and the Reorganized Debtors after the Effective Date, may amend the Schedules with respect to any Claim (other than any Claim that otherwise is or becomes an Allowed Claim or is released

hereunder or otherwise by a Final Order) and make distributions pursuant to the Plan based on such amended Schedules (if no Proof of Claim is timely filed in response to such amendment) without approval of the Bankruptcy Court. If any such amendment to the Schedules reduces the amount of a Claim or adversely changes the nature or priority of a Claim that was previously scheduled as undisputed, liquidated, and not contingent, the Debtors or the Reorganized Debtors, as applicable shall provide the holder of such Claim with notice of such amendment and the opportunity to file a Proof of Claim pursuant to the Claims Bar Date Order. For the avoidance of doubt, prior to the Claim Objection Deadline, the Reorganized Debtors, as applicable, shall have the authority to object to or otherwise dispute any Claim that has been listed on the Schedules (other than any Claim that is otherwise an Allowed Claim), even if not listed as disputed, unliquidated and/or contingent.

4. Claims Subject to Avoidance Actions

Except as otherwise provided in a Final Order of the Bankruptcy Court, any Claim held by an Entity against which a Debtor or a Reorganized Debtor pursues an Avoidance Action or an action to recover property 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, in each case other than a Released Claim, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and the holder of such Claim shall not receive any distribution under the Plan on account of such Claim until such time as such action has been resolved and, to the extent applicable, all sums due from such holder have been turned over to the Debtors or the Reorganized Debtors, as applicable. For the avoidance of doubt, the Claims Objection Deadline shall not apply to the filing of an Avoidance Action, including an Avoidance Action that seeks disallowance of a Claim as relief.

5. Objections to Claims

Except insofar as a Claim is Allowed under the Plan, the Debtors or the Reorganized Debtors, as applicable, shall be entitled to object to Claims. After the Effective Date, the Reorganized Debtors shall have and retain any and all rights and defenses that the Debtors had with regard to any Claim or Interest. Any objections to Claims shall be served and Filed on or before the later of (i) one (1) year after the Effective Date and (ii) such later date as may be fixed by the Bankruptcy Court and such objections shall be adjudicated by the Bankruptcy Court. The expiration of such period shall not limit or affect the Debtors' or the Reorganized Debtors' rights to dispute Claims other than through an objection to a Claim or to Proof of such Claim.

If the Debtors or Reorganized Debtors dispute any Proof of Claim that is Filed on account of an Unimpaired Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, by the Bankruptcy Court.

6. Disallowance of Claims

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may

not receive any Distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court 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 or the Reorganized Debtors. All Proofs of Claim Filed on account of an indemnification obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Pursuant to the terms of the Plan and the Bar Date Order, if Proofs of Claim are not received by the Notice and Claims Agent on or before the Claims Bar Date or the Administrative Claims Bar Date, as applicable, and except in the case of certain exceptions explicitly set forth in the Plan and the Bar Date Order, the Holders of the underlying Claims shall be barred from asserting such claims against the Debtors and precluded from voting on any plans of reorganization filed in these Chapter 11 Cases and/or receiving distributions from the Debtors on account of such claims in these Chapter 11 Cases. The Debtors shall be authorized to update the Claims Register to remove any claims not received by the Notice and Claims Agent before the Claims Bar Date or the Administrative Claims Bar Date, as applicable, and not subject to an exception as set forth above.

7. No Distributions 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 Disputed Claim becomes an Allowed Claim.

8. Distributions after Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan, including the treatment provisions provided in Article IV of the Plan.

I. *Effect of Confirmation of the Plan*

1. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the Distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the 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 and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability

on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

2. Release of Liens

Except as otherwise provided in the Plan, the Confirmation Order, or in any contract, instrument, release, or other agreement or document amended or created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with this Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any holder of such Secured Claim (and the applicable Agents for such holder shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such holder (and the applicable Agents for such holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Liens and/or security interests, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such holder, has filed or recorded publicly any Liens and/or security interests to secure such holder's Secured Claim, then as soon as practicable on or after the Effective Date, such holder (or the agent for such holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such holder's behalf.

3. Releases by Debtors

Except as expressly set forth in the Definitive Documents, as of the Effective Date, to the maximum extent permitted by law, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, each Company Entity, Debtor, Estate, and Reorganized Debtor (in each case on behalf of themselves and their respective Related

Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Company Entity, Debtor, Estate, or Reorganized Debtor), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Company Entity, Debtor, Estate, or Reorganized Debtor and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Company Entities, the Debtors, the Estates, or the Reorganized Debtors (including the capital structure, management, ownership or operation thereof), the Existing Credit Documents and the loans made thereunder, the purchase, sale, or rescission of the purchase or sale of any security of any Company Entity, Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring, the business or contractual arrangements or interactions between any Company Entity, Debtor, or Reorganized Debtor and any other Person, the ownership and/or operation of the Company Entities, Debtors, or Reorganized Debtors by any Released Party, the actions taken by the board of directors or managers of any Company Entity, Debtor, or Reorganized Debtor, or the distribution or transfer of any Cash or other property of the Company Entities, Debtors, or Reorganized Debtors to any Released Party, the Restructuring, the Restructuring Support Agreement (including the term sheet attached thereto), any Definitive Documents, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring, or any action or inaction relating to the payment or non-payment of any tax liabilities (or estimates thereof) of the Company Entities, the Debtors or the Reorganized Debtors, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring (the “Debtor Release”).

4. Release by Releasing Parties

Except as expressly set forth in the Definitive Documents, as of the Effective Date, to the maximum extent permitted by law, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, each Releasing Party (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative

claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Company Entities, the Debtors, the Estates, or the Reorganized Debtors (including the capital structure, management, ownership or operation thereof), the Existing Credit Documents and the loans made thereunder, the purchase, sale, or rescission of the purchase or sale of any security of any Company Entity, Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring, the business or contractual arrangements or interactions between any Company Entity, Debtor, or Reorganized Debtor and any other Person, the ownership and/or operation of the Company Entities, Debtors, or Reorganized Debtors by any Released Party, the actions taken by the board of directors or managers of any Company Entity, Debtor, or Reorganized Debtor, or the distribution or transfer of any Cash or other property of the Company Entities, Debtors, or Reorganized Debtors to any Released Party, the Restructuring, the RSA (including the term sheet attached thereto), any Definitive Documents, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring, or any action or inaction relating to the payment or non-payment of any tax liabilities (or estimates thereof) of the Company Entities, the Debtors or the Reorganized Debtors, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than (a) Causes of Action assertable by a Releasing Party against a Released Party arising from any act or omission of such Released Party that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud (other than fraud claims based on constructive fraud, negligence, recklessness or other similar theory not predicated on intent, knowledge or willfulness) or gross negligence and (b) any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring (the “Third-Party Release”, and together with the Debtor Release, the “Releases”).

5. Exculpation

As of the Effective Date, and without affecting or limiting the Releases, and except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, all Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities for any act or omission in connection with, relating to, or arising out of, the formulation, preparation, dissemination, negotiation, filing or consummation of the Restructuring, the RSA (including the term sheet attached thereto), any Definitive Document or any transaction, contract, instrument, release or other agreement or document created or entered into in connection with any of the foregoing, the consummation of the transactions contemplated by any of the foregoing, including the

issuance of securities pursuant to the Plan or Confirmation Order, or the distribution of property under the Plan or Confirmation Order or any other related agreement (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or Confirmation Order) in each case, to the fullest extent permitted by applicable law; provided that this provision shall not release or exculpate any Exculpated Party from any (a) Causes of Action assertable by a Exculpated Party against another Exculpated Party arising from any act or omission of such Exculpated Party that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud (other than fraud claims based on constructive fraud, negligence, recklessness or other similar theory not predicated on intent, knowledge or willfulness) or gross negligence, (b) rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring, or (c) breach of such Exculpated Party's obligations under any Definitive Document.

Nothing in this provision shall or shall be deemed to result in the waiving or limiting by any Company Entity, Debtor, or Reorganized Debtor or any of their respective directors, officers, members, managers, employees, or consultants of (a) any indemnification rights against any Company Entity, Debtor, or Reorganized Debtor or any insurance provider to any Company Entity, Debtor, or Reorganized Debtor, (b) any rights as beneficiaries of any insurance policies, (c) wages, salaries, compensation, or benefits, or (d) Intercompany Claims.

6. Injunction

Upon entry of the Confirmation Order, all Persons and Entities shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan or the vesting of the Estates' assets in, and the enjoyment of such assets by, the Reorganized Debtors pursuant to this Plan.

Except as otherwise specifically provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions (collectively, the "Covered Matters") against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties (the "Covered Entities"): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and

notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

With respect to any Covered Entity, no Entity or Person may commence or continue any action, employ any process, or take any other act to pursue, collect, recover or offset any Claim, Interest, debt, obligation, or Cause of Action relating or reasonably likely to relate to any act or commission in connection with, relating to, or arising out of a Covered Matter (including one that alleges the actual fraud, gross negligence, or willful misconduct of a Covered Entity), unless expressly authorized by the Bankruptcy Court after (1) it determines, after a notice and a hearing, such Claim, Interest, debt, obligation, or Cause of Action is colorable and (2) it specifically authorizes such Entity or Person to bring such Claim or Cause of Action. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether any such Claim, Interest, debt, obligation or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI, shall have jurisdiction to adjudicate such underlying colorable Claim, Interest, debt, obligation, or Cause of Action.

J. *Conditions Precedent to the Effective Date*

It shall be a condition to the Effective Date that the following conditions shall have been satisfied, in a manner reasonably acceptable to each of the Debtors, and the Required Consenting Lenders, or waived pursuant to Article IX.B of the Plan:

- (1) the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect;
- (2) the Bankruptcy Court shall have entered the Disclosure Statement Order, which order shall be a Final Order;
- (3) the Bankruptcy Court shall have entered the Confirmation Order, which order shall be a Final Order;
- (4) the New Revolving Credit Facility shall have been entered into by the Reorganized Debtors and the Lenders thereto;
- (5) all Definitive Documents necessary to consummate the Restructuring shall have been executed by the parties thereto consistent with their respective consent rights under the Restructuring Support Agreement and shall not have been terminated and shall remain in full force and effect;
- (6) all conditions precedent to the effectiveness of the Definitive Documents necessary to consummate the Restructuring shall have been satisfied or duly waived in writing in accordance with the terms of such Definitive Documents;
- (7) the Company shall have paid all Restructuring Expenses;

- (8) all governmental and third-party approvals and consents that may be necessary in connection with the Restructuring shall have been obtained by the Company Entities, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such Restructuring; and
- (9) the Professional Fee Escrow shall have been established and funded as provided herein;
- (10) the Reorganized Debtors shall have at least \$150 million of Liquidity on the Effective Date; and
- (11) the Wind-Down Reserve shall have been fully funded.

K. *Waiver of Conditions*

The Debtors, with the prior written consent (which may be provided through electronic mail) of the Required Consenting Lenders, may waive any of the conditions to the Effective Date set forth in Article IX.A of the Plan at any time or as otherwise provided in the Restructuring Support Agreement without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm and consummate the Plan. The failure of the Debtors or Reorganized Debtors, as applicable, or the Required Consenting Lenders to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

L. *Modification, Revocation, or Withdrawal of the Plan*

1. *Modification of the Plan*

Subject to the limitations and terms contained in the Plan, the Debtors reserve the right to (1) amend or modify the Plan before the entry of the Confirmation Order consistent with the terms set forth herein (including the consent rights set forth in the Restructuring Support Agreement), in accordance with the Bankruptcy Code and the Bankruptcy Rules; and (2) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, subject to the Restructuring Support Agreement, to remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein, in each case set forth in the preceding clauses (1) and (2) with the prior written consent (which may be provided through electronic mail) of the Required Consenting Lenders. The Debtors must give counsel to the Required Consenting Lenders (or, if a Required Consenting Lender does not have counsel, to such Required Consenting Lender) at least five (5) Business Days' advance notice, or otherwise as much notice as is reasonably practicable, prior to withdrawing the Plan.

2. *Effect of Confirmation on Modifications*

Entry of the Confirmation Order shall constitute approval of all modifications to the Plan occurring after the solicitation thereof pursuant to section 1127(a) of the Bankruptcy Code and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

3. Withdrawal of Plan

The Debtors reserve the right, subject to the terms of the Restructuring Support Agreement and the approval rights of the parties set forth therein, to revoke or withdraw the Plan with respect to any or all Debtors before the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (1) the Plan will be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (3) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims, Interests, or Causes of Action by any Entity, (b) prejudice in any manner the rights of any Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity; provided, however, that all provisions of the Restructuring Support Agreement that survive the termination of these agreements (each, according to its terms) shall remain in effect in accordance with the terms thereof.

M. *Retention of Jurisdiction*

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

- (1) subject to Article VII.A of the Plan, allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Claim or Interest and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
- (2) decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
- (3) resolve any matters related to Executory Contracts or Unexpired Leases, including: (a) the assumption or assumption and assignment of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure or Claims arising therefrom, including pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

- (4) ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to Distributions under the Plan;
- (5) adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
- (6) enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan;
- (7) enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
- (8) grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;
- (9) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;
- (10) hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of Distributions and the recovery of additional amounts owed by the Holder of a Claim or an Interest for amounts not timely repaid pursuant to Article VI of the Plan; (b) with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan, including entry of such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions; (c) that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan and the Confirmation Order; or (d) related to section 1141 of the Bankruptcy Code;
- (11) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- (12) consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
- (13) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (14) enter an order or Final Decree concluding or closing the Chapter 11 Cases;

- (15) enforce all orders previously entered by the Bankruptcy Court; and
- (16) hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code.

provided, in each case, that the Bankruptcy Court shall not retain jurisdiction over matters arising from agreements or documents (or performance under agreements or documents) contained in the Plan Supplement or any Definitive Documents, in each case, that have a jurisdictional, forum selection, or dispute resolution clause that refers matters to or permits a Person to bring actions before a different court or forum, and any matters arising from agreements or documents (or performance under any agreements or documents) contained in the Plan Supplement or any other Definitive Documents that contain such clauses shall be governed in accordance with the provisions of such agreements or documents; *provided, further*, that if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, the provisions of this Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

SECTION V. VOTING PROCEDURES AND REQUIREMENTS

If you are entitled to vote to accept or reject the Plan, you should receive a Ballot for the purpose of voting on the Plan. If you hold Claims you are entitled to vote in more than one Class, you will receive separate Ballots to use for voting in each such Class. If you are entitled to vote and did not receive a Ballot, received a damaged Ballot, or lost your Ballot, please contact the Claims and Noticing Agent by e-mail at LifeScaninfo@epiqglobal.com.

Before voting to accept or reject the Plan, you should carefully review the Plan attached hereto as Exhibit A and described in Section IV, titled “Summary of Joint Chapter 11 Plan.”

As applicable, an Opt-Out Election Form or Ballot will be provided to you. The Opt-Out Election Form or Ballot, as applicable, will provide you with the option to not grant the releases contained in Article VIII of the Plan to the extent the releases are applicable to you. You must complete and timely return the Opt-Out Election Form or Ballot, as applicable, to the Claims and Noticing by the Voting Deadline in accordance with the instructions set forth in the Opt-Out Election Form or Ballot, as applicable, for your opt-out to be valid; OTHERWISE, YOU WILL BE DEEMED TO CONSENT TO AND BE BOUND BY THE RELEASES SET FORTH IN THE PLAN IF THEY ARE APPLICABLE TO YOU. Please review the additional information set forth in this Disclosure Statement, the Opt-Out Election Form or Ballot, as applicable, the Plan, and any other documents related to the Chapter 11 Cases that you may receive from time to time. Please be advised that your decision to opt out of the releases in Article VIII of the Plan does not affect the amount of distribution you will receive under the Plan.

A. *Voting Deadline*

For your vote to be considered for purposes of accepting or rejecting the Plan, your Ballot must be **actually received** by the Claims and Noticing Agent no later than the Voting Deadline of **5:00 p.m., prevailing Eastern Time, on September 15, 2025**. **The Debtors expressly reserve the right to extend the Voting Deadline by oral or written notice to the Claims and Noticing Agent. The Debtors will not have any obligation to publish, advertise, or otherwise communicate any such extension, other than by filing a notice of such extension on the docket and/or posting notice on the Claims and Noticing Agent's solicitation website at <https://dm.epiq11.com/LifeScan>. There can be no assurance that the Debtors will exercise this right to extend the solicitation period and Voting Deadline.**

UNLESS YOUR BALLOT IS **ACTUALLY RECEIVED** BY THE CLAIMS OR NOTICING AGENT ON OR PRIOR TO THE VOTING DEADLINE, SUCH BALLOT WILL NOT BE COUNTED AS AN ACCEPTANCE OR REJECTION OF THE PLAN; PROVIDED, HOWEVER, THAT THE DEBTORS RESERVE THE RIGHT TO ACCEPT AND COUNT SUCH LATE BALLOT. IN NO CASE SHOULD A BALLOT BE DELIVERED TO ANY ENTITY OTHER THAN THE CLAIMS AND NOTICING AGENT.

You must complete and return your Ballot(s) in accordance with the instructions set forth on the applicable Ballot(s). Votes may not be transmitted orally, by facsimile, or by any means other than those contemplated in the Ballot(s) or voting instructions.

B. *Voting Record Date*

Consistent with the provisions of Bankruptcy Rule 3018(b), the Debtors have fixed [August 12], 2025, as the "Voting Record Date" for the determination of which Holders of record of the Claims are entitled to vote to accept or reject the Plan. Only Holders of record as of the Voting Record Date are entitled to vote to accept or reject the Plan.

C. *Parties Entitled to Vote*

Under the provisions of the Bankruptcy Code, not all parties in interest are entitled to vote on a chapter 11 plan. Creditors or equity interest holders whose claims or interests are not Impaired by a plan are deemed to accept the plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be "Impaired" under a plan 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 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.

Creditors and equity interest Holders whose Claims or Interests are Impaired by a plan, but who will neither receive nor retain any property under a plan, are also not entitled to vote because they are deemed to have rejected a plan pursuant to section 1126(g) of the Bankruptcy Code.

As mentioned above, the Debtors are soliciting votes on the Plan only from the Holders of Claims in Classes 3, 4, and 5 which are Impaired and receiving a distribution under the Plan.

D. *Ballots*

Each Ballot is marked to indicate the Class into which your Claim has been placed under the Plan. All votes to accept or reject the Plan must be cast by completing and submitting the appropriate Ballot in accordance with the instructions set forth on such Ballot. Ballots must be delivered to the Claims and Noticing Agent in accordance with the instructions set forth on the applicable Ballot or voting instructions, as applicable, and **actually received** by the Voting Deadline.

In order to be counted as votes to accept or reject the Plan, all Ballots must be properly executed, completed, and delivered via by first class mail, overnight courier, email or personal delivery so that the Ballots are actually received by the Claims and Noticing Agent on or before the Voting Deadline. **THE METHOD OF DELIVERY OF YOUR BALLOT(S) IS AT YOUR ELECTION AND RISK.** If such delivery is by mail, it is recommended that you use an air courier with a guaranteed next day delivery or registered mail, properly insured, with return receipt requested. In all cases, sufficient time should be allowed to ensure timely delivery.

If you are entitled to vote and you did not receive a Ballot, received a damaged Ballot, or lost your Ballot, please contact the Claims and Noticing Agent by e-mail at LifeScaninfo@epiqglobal.com.

Holders of Claims voting on the Plan should be sure to check the appropriate box entitled “ACCEPT (VOTE FOR) THE PLAN” or “REJECT (VOTE AGAINST) THE PLAN.” Any executed Ballot that does not indicate either acceptance or rejection of the Plan, or that indicates both acceptance and rejection of the Plan, will not be counted.

To the extent a person or entity holds multiple Claims in a particular Class, the Claims and Noticing Agent will aggregate such Holder’s Claims for purposes of counting votes.

E. *Agreements upon Furnishing Ballots*

The delivery of a Ballot to the Claims and Noticing Agent by a Holder of a Claim voting to accept the Plan will constitute the agreement of such Holder to accept (i) all of the terms of, and conditions to, the solicitation and (ii) all terms of the Plan; *provided, however*, that all parties in interest retain their right to object to confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.

A vote on the Plan may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

F. *Withdrawal or Change of Votes on the Plan*

Any claimholder who has submitted a properly completed Ballot to the Claims and Noticing Agent may change its vote by submitting, prior to the Voting Deadline, a subsequent, properly completed Ballot. If more than one timely, properly completed Ballot is received with respect to the same Claim, the Ballot that will be counted will be the Ballot that the Claims and Noticing Agent determines in its sole discretion was the last to be received.

Except as may be provided in the Restructuring Support Agreement, no vote may be withdrawn after the Voting Deadline, without the prior consent of the Debtors.

G. Fiduciaries and Other Representatives

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another Entity acting in a fiduciary or representative capacity, such Entity should indicate such capacity when signing and, if requested by the Debtors, will be required to submit proper evidence of authority to so act satisfactory to the Debtors.

H. Waivers of Defects, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of the Ballots will be determined by the Debtors in their sole discretion, which determination will be final and binding on all parties.

The Debtors reserve the right to reject any and all Ballots not in proper form or improperly delivered. Unless otherwise directed by the Bankruptcy Court, delivery of a Ballot will not be deemed to have occurred until any irregularities have been cured or waived; *provided, however*, that the Debtors may waive any defects or irregularities as to any particular Ballot. Neither the Debtors nor any other person, including the Claims and Noticing Agent, will have any duty to provide notification of defects or irregularities with respect to the Ballots, nor will any of them incur any liabilities for failure to provide such notification.

I. Further Information, Additional Copies

If you have any questions or require further information about the voting procedures or about the Solicitation Package, or if you wish to obtain an additional copy of the Plan, this Disclosure Statement, or any exhibits to such documents (at your own expense, unless otherwise specifically required by of Bankruptcy Rule 3017(d)), please contact the Claims and Noticing by e-mail at LifeScaninfo@epiqglobal.com.

**SECTION VI.
CONFIRMATION OF PLAN**

A. Requirements for Confirmation of Plan – Consensual Confirmation

Among the requirements for Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code are: (1) the Plan is accepted by all Impaired Classes of Claims or Interests, or if rejected by an Impaired Class, the Plan “does not discriminate unfairly” and is “fair and equitable” as to the rejecting Impaired Class; (2) the Plan is feasible; and (3) the Plan is in the “best interests” of holders of Claims or Interests.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies all of the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (1) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11 for

plan confirmation; (2) the Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11 for plan confirmation; and (3) the Plan has been proposed in good faith

1. Acceptance by At Least One Impaired Class of Claims

Pursuant to section 1129(a)(10) of the Bankruptcy Code, at least one Impaired Class of Claims must vote to accept the Plan. An Impaired Class of Claims is deemed to have accepted the Plan if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims that have voted on the Plan.

2. Feasibility

Pursuant to section 1129(a)(11) of the Bankruptcy Code, the Bankruptcy Court must determine, among other things, that confirmation of the Plan is not likely to be followed by the liquidation or need for further financial reorganization of the Debtors or any successors to the Debtors. This condition is often referred to as the “feasibility” of the Plan.

For purposes of determining whether the Plan meets this requirement, the Debtors, in consultation with their financial advisors, have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan. As part of that analysis, the Debtors have prepared consolidated projected financial results (the “Financial Projections”).

The Debtors have prepared the Financial Projections based upon certain assumptions and the assessments of market experts the Debtors believe to be reasonable at the time of preparation. The Financial Projections have not been examined or compiled by independent accountants. Many of the assumptions on which the Financial Projections are based are subject to significant uncertainties. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the actual financial results. Therefore, the actual results achieved throughout the period covered by the Financial Projections may vary from the projected results, and the variations may be material. All Holders of Claims that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Financial Projections are based in evaluating the feasibility of the Plan.

The Financial Projections, and the assumptions on which they are based, are attached hereto as Exhibit C.

3. Best Interests Test

Unless an Impaired Class of Claims accepts the Plan unanimously, section 1129(a)(7) of the Bankruptcy Code requires the Bankruptcy Court to determine that the Plan is in the best interests of the dissenting Holders of Claims in such Class. This “best interests” test must show that each Holder of an Impaired Claim in such Class will receive property under the Plan with a value that is not less than such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date.

To estimate the potential recoveries to Holders of Claims and Interests in a chapter 7 liquidation, the Bankruptcy Court would first have to estimate the amount of liquidation proceeds

that might be available for distribution based on the relative priority of Claims and Interests as set forth in the Bankruptcy Code.

The amount of liquidation proceeds available for Distribution to Holders of unsecured Claims would be reduced by, first, the Claims of secured creditors to the extent of the value of their respective collateral and, second, the administrative and other priority claims allowed in chapter 7, including the costs and expenses of liquidation, such as the compensation of a chapter 7 trustee, as well as of counsel and other professionals retained by the trustee, asset disposition expenses, applicable taxes, litigation costs, and all unpaid administrative expenses incurred in the Chapter 11 Cases allowed in the chapter 7 cases, such as compensation of counsel and other professionals retained by the Debtors and obligations arising from the Debtors' operations during the pendency of the Chapter 11 Cases. The liquidation itself would accelerate certain priority payments that otherwise would be due in the original course of business. Those priority claims would have to be paid in full from the liquidation proceeds before the balance would be made available to pay unsecured Claims or to make any distribution in respect of Interests. The liquidation would also prompt the rejection of executory contracts and unexpired leases, resulting in a significantly greater amount of General Unsecured Claims.

Once the Bankruptcy Court ascertains the potential recoveries to the Debtors' creditors in chapter 7, it would then compare it to the respective distributions to such creditors provided under the Plan. If the probable distribution to a Class under chapter 7 has a value greater than the value of the distribution to be received by the members of such Class under the Plan, then the Plan is not in the best interests of creditors and cannot be confirmed.

The Liquidation Analysis attached hereto as **Exhibit D** demonstrates that each Holder of a Claim or Interest in an Impaired Class will receive at least as much, if not more, under the Plan as such Holder would receive if the Debtors were liquidated under chapter 7.

B. Requirements for Confirmation of Plan – Non-Consensual Confirmation

The Bankruptcy Code permits the Bankruptcy Court to confirm the Plan over the dissent of any Impaired Class of Claims or Interests as long as the remaining standards in section 1129(a) and section 1129(b) are met. This power to confirm a plan over dissenting classes is often referred to as a "cram down." It ensures that no single class of claims or interests can block a restructuring that otherwise meets the requirements of the Bankruptcy Code and is accepted by the other case constituents.

The Bankruptcy Court may confirm the Plan despite the rejection (or deemed rejection) by any Impaired Class of Claims or Interests if the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Class.

1. Unfair Discrimination

In general, a bankruptcy court will consider whether a plan provides different treatment to classes of claims of the same legal character and equal rank. The test does not require that the treatment be exactly the same, but that, to the extent such treatment is different, the discrimination be "fair." Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly.

2. Fair and Equitable Test

To be fair and equitable with respect to a dissenting class of impaired secured claims, a chapter 11 plan must provide that each Holder in such class either (a) retains its liens on the property subject to such liens (or if sold, on the proceeds thereof) to the extent of the allowed amount of its secured claim and receives deferred cash payments having a value, as of consummation of the chapter 11 plan, of at least such allowed amount or (b) receives the “indubitable equivalent” of its secured claim.

To be fair and equitable with respect to a dissenting class of impaired unsecured creditors, a chapter 11 plan must provide that either (a) each Holder in such class receives or retains property having a value, as of consummation of the plan, equal to the allowed amount of its unsecured claim or (b) the Holders of claims and interests that are junior to the claims of the dissenting class will not receive or retain any property under the chapter 11 plan.

To be fair and equitable with respect to a dissenting class of impaired equity interest Holders, a chapter 11 plan must provide that either (a) each Holder in such class receives or retains property having a value, as of consummation of the chapter 11 plan, equal to the greater of (i) the allowed amount of any fixed liquidation preference or fixed redemption price of its interest and (ii) the value of its interest or (b) the Holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the chapter 11 plan.

The Debtors submit, and will demonstrate in the memorandum of law they will file in connection with Confirmation, that the Plan is fair and equitable and does not discriminate unfairly with respect to the Holders of Claims and Interests, as applicable.

SECTION VII. CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

A. *Importance of Obtaining Independent Professional Tax Advice*

The tax consequences of the Plan are complex. The following summary does not discuss all aspects of U.S. federal income taxation or other taxation that may be relevant to the Debtors or to any particular holder of Claims in light of its particular circumstances and income tax situation. This summary is not a substitute for careful tax planning and advice based on individual circumstances that pertain to a particular holder of a Claim. Each holder of a Claim should consult with its tax advisors as to the consequences of the transactions contemplated by the Plan, including the application and effect of federal, state, local, or non-U.S. laws regarding income, estate and other taxation, and of any changes in those laws.

B. *Tax Consequences of the Restructuring*

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 holders of [Allowed

First Lien Term Loan Claims, Allowed Second Lien Term Loan Claims and Allowed 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 Claims as part of a straddle, hedge, conversion transaction or other integrated investment, persons using a mark-to-market method of tax accounting, holders of 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 a Claim holds only Claims in a single Class (other than with respect to the Second Lien Term Loan Claims, which will receive recoveries for their secured Claims under Class 4 and for their Second Lien Deficiency Claims under Class 5) and holds such Claims as “capital assets” (within the meaning of section 1221 of the Tax Code). This summary also assumes that, unless as specifically noted below, 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 Claims that act or receive consideration in a capacity other than any other holder of a 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 or accept 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.

For purposes of this discussion, a "Non-U.S. Holder" is a beneficial owner of an Addressed Claim that is not a U.S. Holder or a partnership (or other entity or arrangement treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

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 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.

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

For U.S. federal income tax purposes, Debtor DUV Holding Corporation 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 other Debtors and non-Debtor subsidiaries are members or are either foreign corporations or flow-through entities, directly or indirectly, wholly-owned by a member of the Tax Group. The Debtors estimate that, as of the taxable year ending December 31, 2024, the Tax Group had no federal net operating loss ("NOL") carryforwards. In addition, the Debtors estimate that, as of the taxable year ending December 31, 2024, the Tax Group had interest expense carryforwards of approximately \$484 million. As discussed below, the Tax Group's interest expense carryforwards and other tax attributes may be, in connection with the implementation of the Plan, significantly reduced, subject to limitation or entirely unavailable to the Reorganized Debtors, depending on the manner in which the Restructuring Transactions are consummated.

The tax consequences of the implementation of the Plan to the Debtors will differ depending on whether the Restructuring Transactions are structured as an actual or deemed taxable sale of the assets and/or stock of any Debtor or subsidiary of any Debtor (a "Taxable Transaction") or as a recapitalization or reorganization of the Debtors (a "Reorganization Transaction"). The Restructuring Transactions are expected to be treated as a Taxable Transaction, however, that determination is subject to change. The final decision regarding structure will depend on, among other things, whether assets being sold (or deemed to be sold) pursuant to any Taxable Transaction have an aggregate fair market value in excess of their aggregate tax basis (*i.e.*, a "built-in gain") or an aggregate fair market value less than their aggregate tax basis (*i.e.*, a "built-in loss"), the amount of taxable operating income, if any, for the year in which the Restructuring Transactions will be consummated, the amount of any required reduction in the aggregate tax basis of the Debtors' assets by excluded cancellation of indebtedness income ("COD Income"), future tax benefits associated with the tax basis of the assets in each such structure, and the amount and

character of any losses with respect to the stock of any applicable Debtor or subsidiary thereof, in each case for U.S. federal, state and local income tax purposes.

If the transactions undertaken pursuant to the Plan are structured in whole or in part as a Taxable Transaction involving the transfer (or deemed transfer) of the Debtors' assets (or stock of subsidiaries, as discussed further below), the Debtors generally would realize gain or loss in an amount equal to the difference between the value of the consideration received by the Debtors plus certain liabilities treated as assumed (which aggregate amount generally should equal the fair market value of the assets transferred (or deemed to be transferred) by the Debtors, unless the amount of liabilities assumed exceeds the fair market value of the assets transferred or deemed to be transferred) and the Debtors' tax basis in such assets.

Realized gains, if any, may be offset by current-year losses and deductions, which may include interest deductions that may be (or become) available under section 163(j) of the Tax Code, NOL carryforwards from prior years (although none are expected), and any worthless stock deduction claimed with respect to the equity of a Debtor (or a subsidiary of any Debtor) that is available to offset all or a portion of such gains; provided that any such gain that is ordinary in nature may not be offset by capital losses. Any taxable gain remaining after such offsets would result in a cash tax obligation that would need to be satisfied by the Reorganized Debtors. If the Reorganized Debtors purchase (or are deemed to purchase) assets or stock of any Debtor pursuant to a Taxable Transaction, the Reorganized Debtors will take a fair market value basis in the transferred assets or stock. However, if a Taxable Transaction involves a purchase of stock, the Debtor whose stock is transferred (i) will retain its basis in its assets, unless the Debtors and/or Reorganized Debtors are eligible to make, and timely make, certain elections provided for under the Tax Code to treat such stock purchase as the purchase of such Debtor's assets, and (ii) may succeed to certain tax attributes of the Tax Group, subject to reduction for COD Income as discussed below. If the Restructuring Transactions are consummated as a Taxable Transaction treated as an asset transfer, any of the Debtors' tax attributes will not carry over to the Reorganized Debtors. The tax consequences to the Debtors of the Restructuring Transactions, including the potential amount of cash tax liability (if any) for the taxable year in which the Restructuring Transactions occur, both on operating income and resulting from a Taxable Transaction, remain subject to ongoing analysis.

1. COD Income and Reduction of Tax Attributes

In general, absent an exception, a debtor will realize and recognize 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 issued; and (iii) the fair market value of any other consideration (including stock) given in satisfaction of such indebtedness at the time of the exchange.

Under section 108 of the Tax Code, a debtor generally is not 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 significant COD Income. The exact amount of any COD Income that will be realized by the Debtors will depend, in part, on the value of the Reorg Equity and the issue price of the New First Lien Term Loans and, therefore, will not be determinable until the consummation of the Plan. In a Recapitalization Transaction, some of the Debtors' tax basis in their assets are expected to be reduced by COD Income.

2. 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 Treasury 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 Treasury Regulations to exempt from the new Treasury Regulations ownership changes pursuant to chapter 11 cases filed prior to the Treasury Regulations becoming effective. Thus, if the proposed Treasury Regulations are finalized in their current form, the proposed Treasury 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 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” (3.71% for ownership changes occurring in July 2025). If the corporation has a net unrealized built-in gain, the section 382 limitation 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 Claims, at least 50 percent 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 it the debtor corporation is not required to reduce its NOL carryforwards by the amount of interest deductions claimed within the prior three-year period, and the debtor may undergo a subsequent change of ownership within two years without automatically triggering the elimination of its Pre-Change Losses. The resulting limitation from the subsequent change of ownership would be determined under the regular rules for ownership changes.

If the Restructuring Transactions are structured as a Taxable Transaction that is treated as an asset transfer, the Reorganized Debtors are not expected to succeed to the Debtors’ tax attributes, with the result that section 382 should not be relevant to the Reorganized Debtors. If the Restructuring Transactions are structured as a Reorganization Transaction or a stock transfer where the Reorganized Debtors succeed to any of the Debtors’ Pre-Change Losses, the application of section 382, including whether the 382(l)(5) Exception may apply, will need to be considered

after taking into account any reduction of tax attributes for COD Income and the impact of any prior section 382 ownership changes.

D. *Certain U.S. Federal Income Tax Consequences to U.S. Holders*

1. Treatment of Claims as Securities

As discussed further below, the U.S. federal income tax consequences to holders of Addressed Claims may depend on whether the Addressed Claims constitute “securities” for U.S. federal income tax purposes. Neither the Tax Code nor the Treasury Regulations defines the term “security”. Whether a debt instrument constitutes a “security” is determined based on all relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument at initial issuance is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the available collateral, the creditworthiness of the obligor, the subordination or lack thereof with respect to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued.

Each holder of an Addressed Claim is urged to consult its own tax advisor regarding whether such Addressed Claim should be treated as a “security” for U.S. federal income tax purposes.

2. Consequences of Exchange for U.S. Holders of Addressed Claims

a. Gain or Loss on Allowed First Lien Term Loan Claims

On the Effective Date, the holders of Allowed First Lien Term Loan Claims will exchange their First Lien Term Loan Claims for (x) Reorg Equity, if any, associated with the Equitization Election, (y) New First Lien Term Loans and (z) Cash (*i.e.*, any Emergence Excess Cash and/or cash associated with the Equitization Election).

As described above, the U.S. federal income tax consequences to a U.S. Holder of an Allowed First Lien Term Loan Claim will depend, in part, on whether the transactions undertaken pursuant to the Plan constitute, for U.S. federal income tax purposes, (a) a Taxable Transaction, or (b) a Reorganization Transaction and, if a Reorganization Transaction, the steps for implementing the Plan. The U.S. federal income tax consequences to U.S. Holders of Allowed First Lien Term Loan Claims may further depend on whether the Allowed First Lien Term Loan Claims surrendered and/or the New First Lien Term Loans constitute “securities” for U.S. federal income tax purposes as well as the identity of the issuer of Reorg Equity.

Taxable Transaction. Unless the Restructuring Transactions constitute a Reorganization Transaction (described below), a U.S. Holder of an Allowed First Lien Term Loan Claim is generally expected to recognize gain or loss with respect to such Claim equal to the difference between (i) the sum of the fair market value of its pro rata share of the Reorg Equity, if any, the

issue price of the New First Lien Term Loans and Cash (other than amounts, if any, allocable to accrued but unpaid interest (including OID), discussed below under “—*Accrued Interest and OID*”) and (ii) such U.S. Holder’s tax basis in its Allowed First Lien Term Loan Claims. The character of such gain or loss as capital or ordinary will be determined by a number of factors, including the tax status of the U.S. Holder, whether the Allowed First Lien Term Loan Claim constitutes a capital asset in such U.S. Holder’s hands, whether the Allowed First Lien Term Loan Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously claimed a bad debt deduction with respect to its Allowed First Lien Term Loan Claim. If the recognized gain is capital gain, it generally would be long-term capital gain if the U.S. Holder has held its Allowed First Lien Term Loan 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). To the extent that a portion of the consideration received in exchange for its Allowed First Lien Term Loan Claim is allocable to accrued but unpaid interest or OID, the U.S. Holder may recognize ordinary income. See “—*Accrued Interest and OID*” and “—*Market Discount*”, below. [In the case of a transaction described in this paragraph, a U.S. Holder’s tax basis in the Reorg Equity, if any, should be equal to the fair market value of the Reorg Equity and tax basis in New First Lien Term Loans should equal to the issue price of such loans. In the case of a transaction described in this paragraph, a U.S. Holder’s holding period for Reorg Equity, if any, New First Lien Term Loans and Cash received on the Effective Date should begin on the day following the Effective Date.]

Reorganization Transaction. If the Allowed First Lien Term Loan Claims are treated as securities for U.S. federal income tax purposes and the Restructuring Transactions are structured as a Reorganization Transaction that otherwise qualifies for “reorganization” treatment (within the meaning of section 368(a)(1) of the Tax Code) or, provided any Reorg Equity is received by such holder, otherwise qualifies as a non-recognition transaction (under section 351 of the Tax Code), a U.S. Holder’s exchange of Allowed First Lien Term Loan Claims for the Reorg Equity, if any, the New First Lien Term Loans and Cash should be treated as a tax-free transaction (in whole or part) for a U.S. Holder of Allowed First Lien Term Loan Claims. In addition to a requirement for “reorganization” treatment that a U.S. Holder’s Allowed First Lien Term Loan Claim constitutes a security for U.S. federal income tax purposes, the determination of whether the transaction is a reorganization, and whether the exchange is partially or wholly tax-free, will also depend on the identities of the issuer of the Reorg Equity and the New First Lien Term Loans and whether the New First Lien Term Loans constitute a “security” for U.S. federal income tax purposes.

If the Allowed First Lien Term Loan Claims constitute “securities” for U.S. federal income tax purposes and the transaction is treated as a “reorganization,” or the transaction qualifies as a non-recognition transaction under section 351 of the Tax Code with respect to a U.S. Holder of Allowed First Lien Term Loan Claims, subject to the discussion under “—*Accrued Interest and OID*” below, a U.S. Holder of Allowed First Lien Term Loan Claims will not recognize any loss but should recognize gain, if any, but not in excess of an amount equal to (x) if the New First Lien Term Loans is a “security” and the issuer of each of the Reorg Equity and the New First Lien Term Loans is the issuer of the Allowed First Lien Term Loan Claims, any Cash received (other than Cash allocable to accrued interest), (y) if the issuer of the Reorg Equity is an entity other than the issuer of the Allowed First Lien Term Loan Claims and the New First Lien Term Loans are a “security” and are issued by the issuer of the Allowed First Lien Term Loan Claims, the fair market value of the Reorg Equity, if any (unless the transaction is treated as a non-recognition transaction under Section 351 of the Tax Code), and any Cash received (other than Cash allocable to accrued

interest), or (z) if the issuer of the Reorg Equity is the issuer of the Allowed First Lien Term Loan Claims and either the issuer of the New First Lien Term Loans are not the issuer of the Allowed First Lien Term Loan Claims or the New First Lien Term Loans is not a “security”, the fair market value of the New First Lien Term Loans and any Cash received (other than Cash allocable to accrued interest), in each case, received by the U.S. Holder. Subject to the discussion under “—*Accrued Interest and OID*” below, (i) in a transaction described in (x) above, (a) a U.S. Holder’s tax basis in the Reorg Equity, if any, and New First Lien Term Loans received by such holder will equal the holder’s tax basis in its Allowed First Lien Term Loan Claims exchanged therefor, increased by the amount of any gain recognized pursuant to such exchange and reduced by any Cash received (other than Cash allocable to accrued interest), with such basis allocable to the Reorg Equity, if any, and New First Lien Term Loans based on their relative fair market values and (b) a U.S. Holder’s holding period in the Reorg Equity, if any, and New First Lien Term Loans received should include the holding period for the Allowed First Lien Term Loan Claims exchanged therefor; (ii) in a transaction described in (y) above, (a) a U.S. Holder’s tax basis in the New First Lien Term Loans received by such holder will equal the holder’s tax basis in its Allowed First Lien Term Loan Claims exchanged therefor, increased by the amount of any gain recognized pursuant to such exchange and reduced by the fair market value of the Reorg Equity, if any, and any Cash received (other than Cash allocable to accrued interest), and the U.S. Holder’s tax basis in the Reorg Equity, if any, will equal its fair market value and (b) a U.S. Holder’s holding period in the New First Lien Term Loans received should include the holding period for the Allowed First Lien Term Loan Claims exchanged therefor and the holding period for the Reorg Equity, if any, should begin the day after the Effective Date; and (iii) in a transaction described in (z) above, (a) a U.S. Holder’s tax basis in the Reorg Equity, if any, will equal the holder’s tax basis in its Allowed First Lien Term Loan Claims exchanged therefor, increased by the amount of any gain recognized pursuant to such exchange and reduced by the fair market value of the New First Lien Term Loans and any Cash received (other than Cash allocable to accrued interest), and the U.S. Holder’s tax basis in the New First Lien Term Loans received by such holder will equal its fair market value and (b) a U.S. Holder’s holding period in the Reorg Equity, if any, received by such holder, should include the holding period for the Allowed First Lien Term Loan Claims exchanged therefor and the holding period for the New First Lien Term Loans should begin the day after the Effective Date.

b. Gain or Loss on Allowed Second Lien Term Loan Claims

On the Effective Date, pursuant to the Plan, holders of Allowed Claims relating to Second Lien Term Loans will receive Reorg Equity on account of the Allowed Second Lien Term Loan Secured Claims portion of such Claim, and Cash from the GUC Pool on account of the Second Lien Deficiency Claims portion of such Claim. As a result, a U.S. Holder of an Allowed Claim relating to Second Lien Term Loans should be treated as receiving both Reorg Equity and Cash for their Claim for U.S. federal income tax purposes. U.S. Holders of Allowed Claims relating to Second Lien Term Loans should refer to this section with respect the U.S. federal income tax treatment of such Claims in connection with the Plan and not the discussion under “—*Gain or Loss on Allowed General Unsecured Claims (other than Claims relating to Second Lien Term Loans)*” below.

As described above, the U.S. federal income tax consequences to a U.S. Holder of an Allowed Second Lien Term Loan Claim will depend, in part, on whether the transactions

undertaken pursuant to the Plan constitute, for U.S. federal income tax purposes, (a) a Taxable Transaction, or (b) a Reorganization Transaction and, if a Reorganization Transaction, the steps for implementing the Plan. The U.S. federal income tax consequences to U.S. Holders of Allowed Second Lien Term Loan Claims may further depend on whether the Allowed Second Lien Term Loan Claims surrendered constitute “securities” for U.S. federal income tax purposes.

Taxable Transaction. Unless the Restructuring Transactions constitute a Reorganization Transaction (described below), a U.S. Holder of an Allowed Second Lien Term Loan Claim is generally expected to recognize gain or loss with respect to such Claim equal to the difference between (i) the sum of the fair market value of its pro rata share of the Reorg Equity and Cash (other than amounts, if any, allocable to accrued but unpaid interest (including OID), discussed below under “—*Accrued Interest and OID*”) and (ii) such U.S. Holder’s tax basis in its Allowed Second Lien Term Loan Claims. The character of such gain or loss as capital or ordinary will be determined by a number of factors, including the tax status of the U.S. Holder, whether the Allowed Second Lien Term Loan Claim constitutes a capital asset in such U.S. Holder’s hands, whether the Allowed Second Lien Term Loan Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously claimed a bad debt deduction with respect to its Allowed Second Lien Term Loan Claim. If the recognized gain is capital gain, it generally would be long-term capital gain if the U.S. Holder has held its Allowed Second Lien Term Loan 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). To the extent that a portion of the consideration received in exchange for its Allowed Second Lien Term Loan Claim is allocable to accrued but unpaid interest or OID, the U.S. Holder may recognize ordinary income. See “—*Accrued Interest and OID*” and “—*Market Discount*”, below. In the case of a transaction described in this paragraph, a U.S. Holder’s tax basis in the Reorg Equity received in respect of its Allowed Second Lien Term Loan Claim should be equal to the fair market value of the Reorg Equity and the U.S. Holder’s holding period for Reorg Equity received on the Effective Date should begin on the day following the Effective Date.

Reorganization Transaction. If the Allowed Second Lien Term Loan Claims are treated as securities for U.S. federal income tax purposes and the Restructuring Transactions are structured as a Reorganization Transaction that otherwise qualifies for “reorganization” treatment (within the meaning of section 368(a)(1) of the Tax Code) or otherwise qualifies as a non-recognition transaction (under section 351 of the Tax Code), a U.S. Holder’s exchange of Allowed Second Lien Term Loan Claims for the Reorg Equity and Cash should be treated as a tax-free transaction (in part) for a U.S. Holder of Allowed Second Lien Term Loan Claims. In addition to a requirement for “reorganization” treatment that a U.S. Holder’s Allowed Second Lien Term Loan Claim constitutes a security for U.S. federal income tax purposes, the determination of whether the transaction is a reorganization, and whether the exchange is partially or wholly tax-free, will also depend on the identity of the issuer of the Reorg Equity.

If the Allowed Second Lien Term Loan Claims constitute “securities” for U.S. federal income tax purposes and the transaction is treated as a “reorganization,” or the transaction qualifies as a non-recognition transaction under section 351 of the Tax Code with respect to a U.S. Holder of Allowed Second Lien Term Loan Claims, subject to the discussion under “—*Accrued Interest and OID*” below, a U.S. Holder of Allowed Second Lien Term Loan Claims will not recognize any loss but should recognize gain, if any, but not in excess of an amount equal to any Cash

received (other than Cash allocable to accrued interest). Subject to the discussion under “—*Accrued Interest and OID*” below, a U.S. Holder’s tax basis in the Reorg Equity received by such holder will equal the holder’s tax basis in its Allowed Second Lien Term Loan Claims exchanged therefor, increased by the amount of any gain recognized pursuant to such exchange and reduced by any Cash received (other than Cash allocable to accrued interest) and a U.S. Holder’s holding period in the Reorg Equity received by such holder, should include the holding period for the Allowed Second Lien Term Loan Claims exchanged therefor.

c. Gain or Loss on Allowed General Unsecured Claims (other than Claims relating to Second Lien Term Loans)

Pursuant to the Plan, a U.S. Holder will receive Cash (on account of the GUC Pool) in full and final satisfaction of the U.S. Holder’s Allowed General Unsecured Claims. A U.S. Holder of such Claims should recognize gain or loss on such Claim in an amount equal to the difference between the amount of Cash received and the U.S. Holder’s tax basis in such Claims. To the extent that a portion of the consideration received in exchange for such Claims is allocable to accrued but unpaid interest or OID, 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 such Addressed Claims for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations (as discussed below).

d. Accrued Interest and OID

In general, regardless of the manner in which the Restructuring Transactions are consummated, to the extent that any amount received by a U.S. Holder of an Addressed Claim is attributable to accrued but unpaid interest or OID on the debt instruments constituting the Addressed 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 Holder’s gross income). Conversely, a U.S. Holder of an Addressed 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 Addressed Claim, the extent to which such consideration will be attributable to accrued interest or OID is unclear. Under the Plan, other than in respect of post-petition interest on the Allowed First Lien Term Loan Claims, the aggregate consideration received in respect of an Addressed Claim will be allocated first to the principal amount of such Addressed Claim, with any excess allocated to unpaid interest that accrued on the Addressed 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 made under a debt instrument 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 Addressed Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

e. 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 Addressed Claim who receives consideration pursuant to the Plan in satisfaction of its Addressed 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 Addressed 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 Addressed Claim acquired with market discount should generally be treated as ordinary income to the extent of the market discount that accrued thereon while the Addressed 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). To the extent that Addressed Claims that were acquired with market discount are exchanged in a Reorganization that qualifies for partially tax-free or fully tax-free treatment for the exchanging U.S. Holder, any market discount that accrued on the Addressed Claims up to the time of the exchange, but was not recognized by the U.S. Holder is carried over to, as applicable, the Reorg Equity or New First Lien Term Loans received therefor and any gain recognized on the subsequent sale, exchange, redemption, or other disposition of the Reorg Equity or New First Lien Term Loans is treated as ordinary income to the extent of the accrued, but not recognized, market discount with respect to the Addressed Claims.

U.S. Holders are urged to consult their own tax advisors regarding the tax consequences of the exchange of Addressed Claims that were acquired with market discount pursuant to the Plan.

3. Consequences to U.S. Holders of Claims of Owning and Disposing of Reorg Equity and New First Lien Term Loans

a. Ownership and Disposition of Reorg Equity

Distributions on Reorg Equity. Any distributions made on account of the Reorg Equity will generally constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Parent, as determined under U.S. federal income tax principles. To the extent that a U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder’s basis in its shares. Any such distributions in excess of the U.S. Holder’s basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain, which will be treated as long-term capital gain if such U.S. Holder’s holding period in its Reorg Equity exceeds one year as of the date of the distribution. In the case of taxable distributions of property, including equity interests, the U.S. Holder will generally be expected to take fair market value basis in the property received.

Amounts treated as dividends paid to U.S. Holders that are corporations generally will be eligible for the dividends-received deduction. However, the dividends-received deduction is only available if certain holding period requirements are satisfied. The length of time that a shareholder has held its stock is reduced for any period during which the shareholder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends-received deduction may be disallowed.

Sale, Redemption or Repurchase of Reorg Equity. Subject to the discussion below regarding redemption of the Reorg Equity, unless a non-recognition provision applies, U.S. Holders generally will recognize capital gain or loss upon the sale or other taxable disposition of the Reorg Equity. Such capital gain will be long-term capital gain if, at the time of the sale or other taxable disposition, the U.S. Holder's holding period in the Reorg Equity is more than one year. Long-term capital gains of a non-corporate taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations as described below. In certain circumstances, a U.S. Holder may be required to treat gain recognized on the taxable disposition of the Reorg Equity as ordinary income if such U.S. Holder took a bad debt deduction with respect to its Addressed Claims or recognized an ordinary loss on the exchange of its Addressed Claims pursuant to the Plan.

A full or partial redemption of the Reorg Equity will be treated as a distribution taxable as a dividend to holders of the Reorg Equity to the extent of Reorganized Parent's current or accumulated earnings and profits, unless it can be satisfactorily established that, for U.S. federal income tax purposes, (i) the redemption is "not essentially equivalent to a dividend," (ii) the redemption results in a "complete termination" of the holder's interest in the stock of Reorganized Parent or (iii) the redemption is "substantially disproportionate" with respect to the holder, all within the meaning of section 302(b) of the Tax Code. In any such case where one of these requirements is met, the redemption will be subject to U.S. federal income tax in the manner described above with respect to sales and other taxable dispositions generally. A redemption of the Reorg Equity that is treated as a distribution taxable as a dividend will be subject to U.S. federal income tax in the manner described above under "*Distributions on Reorg Equity*".

As discussed above under "*Market Discount*", in the case of any debt instrument underlying an Addressed Claim that was acquired at a "market discount" and is subject to partially tax-free or fully tax-free treatment with respect to the exchange pursuant to the Plan as more fully discussed above, the Tax Code indicates that any accrued market discount in respect of such portion of the Addressed Claim, as applicable, that is not currently includible in income should carry over to any nonrecognition property received in exchange therefor. Accordingly, in that situation, any gain recognized by a holder upon a subsequent disposition of such nonrecognition property may be treated as ordinary income to the extent of the allocable portion of any accrued market discount not previously included in income. To date, specific Treasury Regulations implementing this rule have not been issued.

b. Ownership and Disposition of the New First Lien Term Loans

Interest (including OID) on the New First Lien Term Loans. If in certain circumstances the issuer of the New First Lien Term Loans is required to make payments on the New First Lien Term Loans that would change the yield of the New First Lien Term Loans, this obligation may implicate the provisions of Treasury Regulations relating to contingent payment debt instruments (“CPDIs”). According to the applicable Treasury Regulations, certain contingencies will not cause a debt instrument to be treated as a CPDI if such contingencies, as of the date of issuance, are “remote or incidental” or certain other circumstances apply. It is possible that the New First Lien Term Loans may be treated as a CPDI. The remainder of this discussion assumes that the New First Lien Term Loans will not be treated as a CPDI. If it is determined that the New First Lien Term Loans are subject to the CPDI rules, the Reorganized Parent will make such determination available to holders of such loans. U.S. Holders are urged to consult their own tax advisors regarding the potential application of the CPDI rules to the loans.

Qualified stated interest (described below) paid to a U.S. Holder will be includible in the U.S. Holder’s gross income as ordinary interest income at the time interest is received or accrued in accordance with the U.S. Holder’s regular method of tax accounting for U.S. federal income tax purposes.

If the “stated redemption price at maturity” of the New First Lien Term Loans exceeds its “issue price” by an amount equal to or greater than a statutorily defined de minimis amount, the New First Lien Term Loans will be treated as issued with OID for U.S. federal income tax purposes. The stated redemption price at maturity of the New First Lien Term Loans is the total of all payments due on the New First Lien Term Loans other than payments of qualified stated interest. In general, qualified stated interest is stated interest that is payable unconditionally in cash or in property (other than debt instruments of the issuer) at least annually at a single fixed rate (or at certain qualified floating rates).

The “issue price” of the New First Lien Term Loans will depend on whether the New First Lien Term Loans are considered “publicly traded” for U.S. federal income tax purposes as of its issue date. The New First Lien Term Loans will be treated as “publicly traded” for U.S. federal income tax purposes if the amount of such loans exceeds \$100 million and the New First Lien Term Loans are considered to be traded on an “established market,” within the meaning of the applicable Treasury Regulations, at any time during a 31-day period ending 15 days after the issue date of the New First Lien Term Loans. The issue date is the date of the exchange of the New First Lien Term Loans for Allowed First Lien Term Loan Claims.

If the New First Lien Term Loans are treated as “publicly traded” for U.S. federal income tax purposes, the “issue price” will be the fair market value of such loans determined as of the issue date.

If the New First Lien Term Loans are not treated as “publicly traded” for U.S. federal income tax purposes and the Restructuring Transactions are structured such that the New First Lien Term Loans are treated as issued in exchange for Allowed First Lien Term Loan Claims for U.S. federal income tax purposes, but the Allowed First Lien Term Loan Claims are treated as “publicly traded” for such purposes (under the rules described above), the “issue price” of the

New First Lien Term Loans would be the fair market value of the Allowed First Lien Term Loan Claims exchanged for the New First Lien Term Loans, determined as of the issue date.

If the above rules do not apply to cause the issue price of the New First Lien Term Loans to equal either the value of the New First Lien Term Loans or the value of the Allowed First Lien Term Loan Claims surrendered in exchange for the New First Lien Term Loans, the “issue price” of the New First Lien Term Loans will be the stated principal amount of the New First Lien Term Loans as long as the New First Lien Term Loans are considered to have “adequate stated interest” for U.S. federal income tax purposes.

Reorganized Parent will determine the issue price of the New First Lien Term Loans after the Effective Date and will make that determination available to any U.S. Holders receiving New First Lien Term Loans. U.S. Holders should consult their tax advisors concerning the treatment of owning the New First Lien Term Loans.

If the New First Lien Term Loans are issued with OID, a U.S. Holder generally (i) will be required to include the OID in gross income as ordinary interest income as it accrues on a constant yield attributable to such OID and regardless of the U.S. Holder’s method of accounting for U.S. federal income tax purposes, but (ii) will not be required to recognize additional income upon the receipt of any cash payment on the New First Lien Term Loans that is attributable to previously accrued OID that has been included in its income. If the amount of OID on the New First Lien Term Loans is de minimis, rather than being characterized as interest, any payment attributable to the de minimis OID will be treated as gain from the sale of the New First Lien Term Loans and a pro rata amount of such de minimis OID must be included in income as principal payments received on the New First Lien Term Loans.

Sale, Redemption or Repurchase of New First Lien Term Loans. Upon the sale, exchange or other taxable disposition of the New First Lien Term Loans, a U.S. Holder will generally recognize taxable gain or loss equal to the difference, if any, between the amount realized on the sale, exchange or other taxable disposition (other than accrued but unpaid interest, which shall be taxable as interest) and the U.S. Holder’s adjusted tax basis in their interest in the New First Lien Term Loans. A U.S. Holder’s initial tax basis in the New First Lien Term Loans will be increased by any previously accrued OID and decreased by any payments on the New First Lien Term Loans (other than payments of qualified stated interest, if any). Any such gain or loss generally will be long-term capital gain or loss if at the time of the sale, redemption or other taxable disposition, the U.S. Holder has held (or is treated as having held) the New First Lien Term Loans for more than one year. Certain non-corporate U.S. Holders (including individuals) may be eligible for preferential tax rates on long-term capital gains. The deductibility of capital losses is subject to significant limitations (as discussed below).

As discussed above under “—Market Discount”, in the case of any debt instrument underlying an Allowed First Lien Term Loan Claim that was acquired at a “market discount” and is subject to partially tax-free or fully tax-free treatment with respect to the exchange pursuant to the Plan, the Tax Code indicates that any accrued market discount in respect of such portion of the Allowed First Lien Term Loan Claim that is not currently includible in income should carry over to any nonrecognition property received in exchange therefor. Accordingly, any gain recognized by a holder upon a subsequent disposition of such nonrecognition property would be

treated as ordinary income to the extent of the allocable portion of any accrued market discount not previously included in income. To date, specific Treasury Regulations implementing this rule have not been issued.

4. 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.

E. *Certain U.S. Federal Income Tax Consequences to Non-U.S. Holders*

1. Gain Recognition

Whether the satisfaction of an Addressed Claim is a taxable event or not will be determined as noted above under the discussion relevant to U.S. Holders. To the extent that the Restructuring Transactions are treated as a taxable exchange for a Non-U.S. Holder, or otherwise result in recognition of gain for U.S. federal income tax purposes for such Non-U.S. Holder, any gain recognized by such Non-U.S. Holder on the exchange of its Addressed Claims generally will not be subject to U.S. federal income taxation unless (a) such Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the Effective Date occurs and certain other conditions are met or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment [or fixed based] maintained by such Non-U.S. Holder in the United States).

If the first exception applies, to the extent that any gain is taxable, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain recognized on the exchange in the same manner as a U.S. Holder. In addition, if such Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

2. Accrued Interest and OID

Subject to the discussions below under “—*FATCA*” and “—*Information Reporting and Backup Withholding*”, payments to a Non-U.S. Holder that are attributable to accrued but unpaid interest (including accrued OID) on the debt instruments constituting the surrendered Addressed Claims generally will not be subject to U.S. federal income tax or withholding, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, an IRS Form W-8BEN or W-8BEN-E (or applicable successor form)) establishing that the Non-U.S. Holder is not a U.S. person, unless:

- the Non-U.S. Holder actually or constructively owns 10% or more of the total combined voting power of all classes of LifeScan Global Corporation’s stock entitled to vote;
- the Non-U.S. Holder is a “controlled foreign corporation” that is a “related person” with respect to LifeScan Global Corporation (each, within the meaning of the Tax Code);
- the Non-U.S. Holder is a bank receiving interest described in section 881(c)(3)(A) of the Tax Code; or
- such interest (or OID) is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, provided the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (x) generally will not be subject to withholding tax, but (y) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder’s effectively connected earnings and profits that are attributable to the accrued interest at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

In the case of a Non-U.S. Holder that does not qualify for the exemption from withholding tax with respect to accrued but unpaid interest (including accrued OID) on the Addressed Claims described above, any payments attributable to accrued but unpaid interest (including OID) that is not effectively connected income (as described in the fourth bullet above) generally will be subject to withholding of U.S. federal income tax at a 30% rate (or at a reduced rate or exemption from tax under an applicable income tax treaty). For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers’ securities in the ordinary course of their trade or business. As described above in more detail, the Plan provides that the aggregate consideration to be distributed to holders of Addressed Claims in each Class will be allocated first to the principal amount of such Claims, with any excess allocated to unpaid interest that accrued on these Addressed Claims, if any. The IRS could take the position that the consideration received by a Non-U.S. Holder should be allocated in some way other than as provided in the Plan. Non-U.S. Holders of Addressed Claims should

consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

3. Consequences to Non-U.S. Holders of Claims of Owning and Disposing of Reorg Equity and New First Lien Term Loans

a. Ownership and Disposition of Reorg Equity

Distributions on Reorg Equity. Any distributions made on account of the Reorg Equity will generally constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Parent, as determined under U.S. federal income tax principles. To the extent that a Non-U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the Non-U.S. Holder's basis in its shares. Any such distributions in excess of the Non-U.S. Holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain from a sale or exchange (and the respective excess distributions as proceeds from a sale or exchange as described below; see “—*Sale, Redemption or Repurchase of Reorg Equity*” below).

Subject to the discussions below under “—*FATCA*” and “—*Information Reporting and Backup Withholding*” and except as described below, dividends paid with respect to the Reorg Equity held by a Non-U.S. Holder that are not effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (or if an income tax treaty applies, are not attributable to a permanent establishment maintained by such non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30% (or lower treaty rate or exemption from tax, if applicable). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by filing IRS Form W-8BEN or W-8BEN-E (or a successor form) upon which the Non-U.S. Holder certifies, under penalties of perjury, its status as a Non-U.S. person and its entitlement to the lower treaty rate or exemption from tax with respect to such payments.

Dividends paid with respect to Reorg Equity held by a Non-U.S. Holder that are effectively connected with the Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

Sale, Redemption or Repurchase of Reorg Equity. Subject to the discussion below regarding redemptions of the Reorg Equity and under “—*Information Reporting and Backup Withholding*”, a Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to any gain recognized on the sale or other taxable disposition of Reorg Equity unless:

- such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met or who is subject to special rules applicable to former citizens and residents of the United States;
- such gain is effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and if an applicable income tax treaty applies, such gain is attributable to a permanent establishment [or fixed base] maintained by such Non-U.S. Holder in the United States); or
- Reorganized Parent is or has been during a specified testing period a "U.S. real property holding corporation" (a "USRPHC") for U.S. federal income tax purposes.

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition of the Reorg Equity. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

If the third exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax on any gain recognized on the disposition of all or a portion of its Reorg Equity under the Foreign Investment in Real Property Tax Act ("FIRPTA"). Taxable gain from the disposition of an interest in a USRPHC (generally equal to the difference between the amount realized and such Non-U.S. Holder's adjusted tax basis in such interest) will constitute effectively connected income. Further, the buyer of the Reorg Equity will generally be required to withhold a tax equal to 15% of the amount realized on the sale. The amount of any such withholding would be allowed as a credit against the Non-U.S. Holder's federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the Non-U.S. Holder properly and timely files a tax return with the IRS.

In general, a corporation is a USRPHC as to a Non-U.S. Holder if the fair market value of the corporation's U.S. real property interests (as defined in the Tax Code and applicable Treasury Regulations) equals or exceeds 50% of the aggregate fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business (applying certain look-through rules to evaluate the assets of subsidiaries) at any time within the shorter of the 5-year period ending on the effective time of the applicable disposition or the period of time the Non-U.S. Holder held such interest.

As discussed above under "*Consequences to U.S. Holders of Addressed Claims*," a full or partial redemption of the Reorg Equity will generally be treated as a distribution taxable as a dividend to the extent of Reorganized Parent's current or accumulated earnings and profits unless it can be satisfactorily established that, for U.S. federal income tax purposes, (i) the redemption is

“not essentially equivalent to a dividend,” (ii) the redemption results in a “complete termination” of the holder’s interest in the stock (both preferred and common) of Reorganized Parent or (iii) the redemption is “substantially disproportionate” with respect to the holder, all within the meaning of section 302(b) of the Tax Code. In such event, any amount constituting a dividend for U.S. federal income tax purposes generally would be subject to U.S. federal withholding tax at a rate of 30%, or such lower rate as may be specified by an applicable income tax treaty, unless such dividend is effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States). A withholding agent (which may include Reorganized Parent) might not make a determination as to whether the cash received upon redemption is subject to such withholding, including because the application of section 302 of the Tax Code will depend on a Non-U.S. Holder’s particular circumstances. Accordingly, withholding agents may withhold tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on the entire amount of the redemption amount made to such Non-U.S. Holder, unless (1) the withholding agent has established special procedures allowing Non-U.S. Holders to certify that they are exempt from such withholding tax and (2) such Non-U.S. Holders are able to certify that they meet the requirements of such exemption (e.g., because such Non-U.S. Holders are not treated as receiving a dividend under the section 302 tests described above). However, there can be no assurance that a withholding agent will establish such special certification procedures. If a withholding agent withholds excess amounts from the cash consideration so payable to a Non-U.S. Holder, such Non-U.S. Holder may obtain a refund of any such excess amounts by timely filing an appropriate claim with the IRS. Non-U.S. Holders should consult their own tax advisors regarding the application of the foregoing rules in light of their particular facts and circumstances and the procedures for claiming treaty benefits or otherwise establishing an exemption from U.S. withholding tax with respect to payments received in redemption of their Reorg Equity.

b. Ownership and Disposition of the New First Lien Term Loans

Interest (including OID). Subject to the discussion below under “—*FATCA*” and “—*Information Reporting and Backup Withholding*”, interest and OID on the New First Lien Term Loans paid to a Non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, a properly executed IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person, unless:

- the Non-U.S. Holder actually or constructively owns 10% or more of the voting stock of the issuer of the New First Lien Term Loans stock entitled to vote;
- the Non-U.S. Holder is a “controlled foreign corporation” that is a “related person” with respect to the issuer of the New First Lien Term Loans (each, within the meaning of the Tax Code);
- the Non-U.S. Holder is a bank receiving interest described in section 881(c)(3)(A) of the Tax Code; or

- such interest is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, provided the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (x) generally will not be subject to withholding tax, but (y) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued interest at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

Sale, Exchange and Retirement of the New First Lien Term Loans. A Non-U.S. Holder will generally not be subject to U.S. federal income tax on any gain realized on a sale, exchange, retirement, redemption or other taxable disposition of its New First Lien Term Loans (other than any amount representing accrued but untaxed interest on New First Lien Term Loans) unless:

- the gain is effectively connected with the conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment [or fixed base] that such Non-U.S. Holder maintains in the United States); or
- in the case of a Non-U.S. Holder who is a nonresident alien individual, such Holder is present in the United States for 183 or more days in the taxable year of disposition and certain other requirements are met.

If a Non-U.S. Holder falls under the first of these exceptions, unless an applicable income tax treaty provides otherwise, the Non-U.S. Holder will generally be taxed on the net gain derived from the disposition of its interest in the New First Lien Term Loans under the graduated U.S. federal income tax rates that are applicable to U.S. Holders and, if the Non-U.S. Holder is a foreign corporation, it may also be subject to the branch profits tax described above in “—*Accrued Interest and OID*”. To claim an exemption from withholding, such non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or applicable successor form). If an individual Non-U.S. Holder falls under the second of these exceptions, the holder generally will be subject to U.S. federal income tax at a rate of 30% (unless a lower applicable treaty rate applies) on the amount by which the gain derived from the disposition exceeds such Non-U.S. Holder's capital losses allocable to sources within the United States for the taxable year of disposition.

4. FATCA

Under the Foreign Account Tax Compliance Act (“*FATCA*”), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding at a rate of 30% on the receipt of “withholdable payments”. For this purpose, “withholdable payments” are generally U.S. source payments of fixed or determinable, annual or periodical income, including any dividends on the Reorg Equity. FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding.

FATCA withholding rules that were previously scheduled to take effect on January 1, 2019 would have applied to payments of gross proceeds from the sale or other disposition of property of a type that can produce U.S. source interest or dividends. However, such withholding has effectively been suspended under proposed Treasury Regulations that may be relied on until final regulations become effective. Nonetheless, there can be no assurance that a similar rule will not go into effect in the future.

Each Non-U.S. Holder should consult its own tax advisor regarding the possible impact of the FATCA withholding rules on such Non-U.S. Holder's ownership of the Reorg Equity.

F. 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 a Claim under the Plan or with respect to their Reorg Equity. 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) or, in the case of Non-U.S. Holder, such Non-U.S. Holder provides a properly executed applicable IRS Form W-8 (along with appropriate attachments) (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption from withholding). 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.

SECTION VIII.

[CERTAIN FEDERAL AND STATE SECURITIES LAW CONSIDERATIONS]

The offer, issuance, and distribution under the Plan of the Reorg Equity to Holders of the Allowed Claims shall be exempt from the registration under Section 5 of the Securities Act and any other applicable securities laws to the fullest extent permitted by section 1145 of the Bankruptcy Code. The offer, sale, issuance and distribution under the Plan of the 1145 Securities to be issued pursuant to the Plan will be exempt from the registration requirements under Section 5 of the Securities Act and any other applicable securities laws to the fullest extent permitted by section 1145 of the Bankruptcy Code.

A. *1145 Securities*

Section 1145 of the Bankruptcy Code generally exempts from the registration requirements under Section 5 of 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, the debtor or such affiliate, or principally in such exchange and partly for cash. In reliance upon this exemption, the 1145 Securities will be exempt from the registration requirements of the Securities Act, and any other 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, the 1145 Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Section 1145(b) of the Bankruptcy Code defines “underwriter” for purposes of the Securities Act as one who, except with respect to ordinary trading transactions, (a) purchases a claim against, or interest in, a debtor with a view to distribution of any security to be received in exchange for the claim or interest, (b) offers to sell securities issued under a plan for the Holders of such securities, (c) offers to buy securities issued under a plan from persons receiving such securities, if the offer to buy is made with a view to distribution and under an agreement in connection with the plan, with the consummation of the plan or with the offer or sale of securities under the plan, or (d) 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. “Control,” as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a “person”, whether through the ownership of voting securities, by contract, or otherwise. The legislative history of Section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent (10%) or more of a class of voting securities of a reorganized debtor may be presumed to be a “controlling person” and, therefore, an underwriter.

Notwithstanding the foregoing, statutory underwriters may be able to sell securities without registration under the Securities Act pursuant to the resale limitations of Rule 144 of the Securities Act which, in effect, permit the resale of securities received by such statutory underwriters pursuant to a chapter 11 plan, subject to applicable volume limitations, notice and manner of sale requirements, and certain other conditions. 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 advisers as to the availability of the exemption provided by Rule 144.

B. *Private Placement.*

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the SEC under Section 4(a)(2) of the Securities Act.

Rule 144A allows for the resale of securities to QIBs, and Regulation S allows for the resale of securities to certain persons in offshore transactions complying with Rule 903 or Rule 904 of Regulation S.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the Holder of the restricted securities is an “affiliate” of the issuer. Rule 144 defines an affiliate of the issuer as “a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.”

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the “Securities Exchange Act”) and who has not been an affiliate of the issuer during the three months preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a brokers’ transaction (within the meaning of section 4(a)(4) of the Securities Act), directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three month period exceeds 5,000 shares or has an aggregate sale price greater than \$50,000, an affiliate must file or cause to be filed with the SEC a notice of proposed sale on Form 144.

In any case, recipients of securities issued under or in connection with the Plan are advised to consult with their own legal advisers 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.

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.

SECTION IX. RISK FACTORS

The implementation of the Plan, the issuance of the Reorg Equity, the New Revolving Facility, the New First Lien Term Loan Facility, and the obligations under the Definitive Documents, the New Revolving Facility Documents, and the New First Lien Term Loan Facility Documents are subject to a number of material risks, including those summarized below. However, this summary of risks is not exhaustive. Prior to deciding how to vote on the Plan, Holders of Claims entitled to vote should read and consider carefully all of the information in the Plan and this Disclosure Statement, as well as all other information referenced or incorporated by reference into this Disclosure Statement.

This section contains certain “forward-looking statements.” These statements are subject to a number of assumptions, risks, and uncertainties, many of which are beyond the Debtors’ and the Reorganized Debtors’ control, including the implementation of the Plan, the continuing availability of sufficient borrowing capacity or other financing to fund operations, the effect of the reorganization on customers, suppliers, and vendors, and risks regarding the operation of the business and associated with regulatory matters. Holders of Claims are cautioned that the forward-looking statements speak as of the date made and are not guarantees of future performance. Actual results or developments may differ materially from the expectations expressed or implied in the forward-looking statements. No party, including, without limitation, the Debtors or the Reorganized Debtors, undertakes an obligation to update any such statements.

A. *Certain Bankruptcy Considerations*

The bankruptcy court may find the solicitation of votes defective.

Usually, votes to accept or reject a plan of reorganization are solicited after the filing of the petition commencing a chapter 11 case. However, a debtor may solicit votes prior to the commencement of a chapter 11 case in accordance with sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b). Sections 1125(g) and 1126(b) of the Bankruptcy Code require that:

- solicitation complies with applicable non-bankruptcy law (or if there is no such law, votes must be solicited after disclosure of adequate information (as defined by section 1125(a) of the Bankruptcy Code));
- the plan be transmitted to substantially all creditors and interest holders entitled to vote; and
- the time prescribed for voting is not unreasonably short.

Bankruptcy Rule 3018(b) provides that a Holder of a claim or interest who has accepted or rejected a plan before the commencement of the case under the Bankruptcy Code will not be deemed to have accepted or rejected the plan if the court finds after notice and a hearing that the plan was not transmitted in accordance with reasonable solicitation procedures.

While the Debtors believe that the requirements of sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) will be met, there can be no assurance that the Bankruptcy Court will reach the same conclusion and not require re-solicitation of votes on the Plan.

The Debtors may be unable to obtain confirmation of the Plan.

Although the Debtors believe that the Plan will satisfy all requirements for confirmation under the Bankruptcy Code, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications to the Plan will not be required for confirmation or that such modifications would not be sufficiently material as to necessitate re-solicitation of votes on the Plan.

If the Plan is not confirmed or does not become effective, there can be no assurance the Chapter 11 Cases will not be converted into chapter 7 liquidation cases or that any alternative chapter 11 plan or plans would be confirmed on terms as favorable to the Holders of Claims and Interests as those of the Plan. If a liquidation or protracted reorganization were to occur, there is a substantial risk that the Debtors' going-concern value would be substantially eroded to the detriment of all stakeholders.

Risks associated with prolonged Chapter 11 Cases

The Debtors cannot be certain that the Chapter 11 Cases, commenced solely for the purpose of implementing the Plan, would be of relatively short duration (*e.g.*, 35 to 65 days). It is impossible to predict with certainty the amount of time the Debtors will need to stay in chapter 11.

If the Debtors are unable to obtain confirmation of the Plan on a timely basis for any reason, they may be forced to operate in chapter 11 for an extended period while trying to develop a different chapter 11 plan. Lengthy Chapter 11 Cases would involve additional expenses and divert the attention of management from operation of the businesses, as well as create concerns for personnel, vendors, suppliers, service providers, and customers. The disruption that lengthy Chapter 11 Cases would inflict upon the Debtors' businesses would increase with the length of time needed to complete the Restructuring Transaction, and the severity of that disruption would depend upon the attractiveness and feasibility of the Plan from the perspective of the suppliers, service providers, vendors, personnel, and customers.

Significant delay may result in the termination of the RSA due to missed milestones, other termination events, or other applicable events of default to the extent the Debtors are unable to obtain waivers or amendments from the requisite Consenting Lenders.

In addition, at the outset of a chapter 11 case, the Bankruptcy Code provides the debtor with the exclusive right to propose a plan and prohibits all others from proposing an alternative plan. If the exclusivity period expires or is terminated by the Bankruptcy Court, however, there

could be a material adverse effect on the Debtors' ability to achieve confirmation of the Plan in order to achieve the Debtors' stated goals.

The Effective Date may not occur.

Although the Debtors expect the Effective Date to occur after the Confirmation Date, there can be no assurance as to such timing. The occurrence of the Effective Date is subject to certain conditions precedent as set forth in Article IX of the Plan. Failure to meet any of these conditions – unless waived -- could result in the Plan not being consummated.

If the Effective Date does not occur, the Plan will be null and void, and nothing contained in the Plan will: (i) constitute a waiver or release of any claims by the Debtors, any Holders of Claims or Interests, or any other Entity; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, in any respect.

If the Effective Date does not occur, there can be no assurance that the Chapter 11 Cases will not be converted into chapter 7 liquidation cases or that any alternative chapter 11 plan or plans would be confirmed on terms as favorable to the Holders of Claims and Interests as those of the Plan. If a liquidation or protracted reorganization were to occur, there is a substantial risk that the Debtors' going-concern value would be eroded to the detriment of all stakeholders.

The releases, injunctions, and exculpations provisions may not be approved.

The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan.

Risks Related to Possible Objections to the Plan.

There is a risk that certain parties could object to either the entirety of the Plan or to specific provisions of the Plan. Although the Debtors believe that all Plan provisions comply with the relevant Bankruptcy Code requirements, 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.

Financial Projections, Estimates, and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary.

Certain of the information contained in this Disclosure Statement contains estimates and assumptions that might ultimately prove to be incorrect and projections which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, including but not limited to (i) the aggregate amounts of Claims in the various Classes and (ii) the estimated recoveries by Holders of Allowed Claims, and such projections and estimates should not be considered assurances or guarantees of the amount of assets that will ultimately be available for distribution on the Effective Date or the amount of Claims in the various Classes that might be Allowed. In addition, if the actual amount of Allowed Claims are greater

than the Debtors' estimates, the Debtors may be unable to pay or otherwise satisfy those Claims in accordance with the terms of the Plan.

The Debtors May Object to the Amount or Classification of a Claim or Interest.

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim or Interest under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any holder of a Claim where such Claim is subject to an objection. Any holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement

Continued risks after consummation of the Plan.

Even if the Plan is consummated, the Reorganized Debtors will continue to face a number of risks, including risks that are beyond their control, such as further deterioration or other changes in economic conditions, changes in the industry, changes in interest rates, potential revaluing of their assets due to chapter 11 proceedings, changes in demand for their products and services, and increasing expenses. Some of these concerns and effects typically become more acute when a case under the Bankruptcy Code continues for a protracted period without indication of how or when the case may be completed. As a result of these risks and others, there is no guarantee that the Plan will achieve the Debtors' stated goals.

Furthermore, even if the Debtors' debts are reduced and/or discharged through the Plan, the Debtors may need to raise additional funds through public or private debt or equity financing or other means after the completion of the Chapter 11 Cases. Adequate funds may not be available when needed or may not be available on favorable terms.

B. *Business-Related Risks*

The announcement of the Restructuring Transactions could adversely affect the value of the Debtors' businesses.

It is possible that announcement of the Restructuring Transactions or the filing of the Chapter 11 Cases could adversely affect the Debtors' operations and relationships with third parties. Due to this uncertainty, many risks exist, including the following:

- clients could switch to competitors and/or deprioritize LifeScan in favor of its competitors;
- Potential new clients or partners could delay agreements with LifeScan or seek alternative solutions with competitors;
- personnel may be distracted from performance of their duties or more easily attracted to other employment opportunities, including with the Debtors' competitors;
- clients may delay making payments;

- general unsecured creditors depending on the terms of the relevant contractual relationships, may suspend or terminate their relationship with the Company, exercise rights of set-off or similar remedies, further restrict ordinary credit terms, or require guarantee of payment;
- vendors and clients could terminate their relationship or require financial assurances or enhanced performance;
- trade creditors could require payment in advance, cash on delivery, or cash collateral;
- the ability to renew existing contracts and compete for new business may be adversely affected;
- adoption of CGM in LifeScan's markets may occur faster than what is contemplated in the projections;
- final tax treatment of the plan and any corresponding cash taxes;
- inability to secure a New RCF or it is secured at materially worse terms than the forecast;
- adverse effects on the business due to tariffs, foreign exchange, and supply chain risks;
- forecast assumes a successful launch of new business efforts including direct-to-consumer offerings in the United States;
- forecast assumes an ability to manage costs and take cost out the BGM operations, which may not materialize;
- competitors may take business away from the Debtors; and
- insurance policies may be more difficult or expensive to obtain.

A delay in completing the Restructuring Transactions may result in the same adverse consequences. The occurrence of one or more of these events could have a material and adverse effect on the financial condition, operations, and prospects of the Debtors and the value of its existing interests and debt.

Results may vary from the projections and other forward-looking statements.

The Debtors' management and advisors have prepared the Financial Projections attached to this Disclosure Statement as **Exhibit C**. While those Financial Projections have been presented with numerical specificity, the Financial Projections are necessarily based on a variety of estimates and assumptions which, though considered reasonable by management, may not be realized and are inherently subject to significant business, economic, competitive, industry, regulatory, market and financial uncertainties and contingencies, many of which will be beyond the Reorganized

Debtors' control. The Debtors caution that they cannot make any representations as to the accuracy of these Financial Projections (or other forward-looking statements set forth in this Disclosure Statement) or to the Reorganized Debtors' ability to achieve the projected results. Some assumptions will inevitably differ from actual conditions. Furthermore, events and circumstances occurring after the date on which these Financial Projections were prepared may differ from any assumed facts and circumstances and may affect financial results in a materially adverse or materially beneficial manner. The Financial Projections and other forward-looking statements, therefore, should not be relied upon as a guarantee or other assurance of the actual results that will occur.

The Reorganized Debtors may not be able to generate sufficient cash to service their indebtedness.

The Reorganized Debtors' ability to make scheduled payments on, or refinance, their debt obligations depends on their financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit them to pay the principal, premium, if any, and interest on the New Revolving Facility or New First Lien Term Loan, as applicable.

C. Risks Related to the Reorg Equity

The ultimate recoveries under the Plan by the holders of Claims in Classes 3, 4, and 7 that receive Reorg Equity pursuant to the Plan will depend on the realizable value of such securities. The securities to be issued pursuant to the Plan are subject to a number of material risks, including, but not limited to, those specified below. Prior to voting on the Plan, each holder of Claims in Class 3, 4, and 7 should carefully consider the risk factors specified or referred to below, as well as all of the information contained in the Plan and this Disclosure Statement.

The acquisition of Reorg Equity may be subject to regulatory restrictions.

The acquisition of Reorg Equity and the ability to vote such Reorg Equity may be subject to compliance with regulatory requirements and/or prior regulatory approvals by the holder or acquirer of the Reorg Equity. Such regulatory approvals may include, without limitation, approvals from any other regulatory body or bodies, or the satisfaction of any notification and waiting period requirements, such as those of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules promulgated thereunder (the "HSR Act"). The applicability of regulatory approvals may depend on the amount of Reorg Equity to be acquired or to be voted, as applicable, or, in the case of the HSR Act, if certain size of parties and size of transaction thresholds are satisfied and no exemption is applicable. The ability to obtain regulatory approvals may depend upon the business activities of the proposed acquirers of Reorg Equity and the affiliates of such proposed acquirers. Regulatory approvals may be denied, conditioned, or delayed and may not be available. Denial, condition or delay could prevent a proposed holder from acquiring Reorg Equity and could prevent a holder from voting its securities.

A holder or acquirer of Reorg Equity should consult with its own legal counsel with regard to compliance with and/or obtaining appropriate regulatory approvals. The acquisition of Reorg Equity, or voting of the same prior to obtaining and/or complying with any necessary regulatory approvals, may result in liability including potentially substantial civil penalties.

Certain holders of Reorg Equity may hold substantial interests in the Reorganized Debtors.

Certain holders of Second Lien Claims are expected to acquire a significant interest in the Reorganized Debtors pursuant to the Plan. The possibility that one or more holders of significant numbers of shares of Reorg Equity may determine to sell all or a large portion of their Reorg Equity in a short period of time may adversely affect the market price of the Reorg Equity.

Equity interests subordinated to Reorganized Debtors' indebtedness.

In any subsequent liquidation, dissolution, or winding up of the Reorganized Debtors, the Reorg Equity would rank below all debt claims against the Reorganized Debtors. As a result, holders of the Reorg 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.

Implied valuation of Reorg Equity not intended to represent trading value.

The valuation of the Reorganized Debtors is not intended to represent the trading value of Reorg Equity 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: (a) prevailing interest rates; (b) conditions in the financial markets; (c) 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 (d) other factors that generally influence the prices of securities. The actual market price of the Reorg Equity may 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 Reorg Equity 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 Reorg Equity in the public or private markets.

The Reorganized Debtors will be a private company.

The Reorganized Debtors do not expect to be subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act. As a result, holders of the Reorg Equity may receive less information with respect to the Company's business than they would have received if the Reorganized Debtors were subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act.

D. *Risks Relating to Financing Facilities*

The extent of leverage may limit the Company's ability to obtain additional financing.

Although the Plan will result in the elimination of debt, the Company will continue to have a significant amount of indebtedness after the Effective Date.

Such levels of indebtedness may limit the ability of the Company to obtain additional financing for working capital, capital expenditures, debt service requirements, and general corporate or other purposes. Such levels of indebtedness may also limit the ability of the Company to adjust to changing market conditions and to withstand competitive pressures, possibly leaving the Company vulnerable in a downturn in general economic conditions or in its business, or unable to carry out necessary maintenance or capital spending.

E. *Other Risks*

The Financial Projections and other financial information are based on assumptions that may prove incorrect.

The Financial Projections and certain other financial information contained herein reflect numerous assumptions concerning the anticipated future performance of the Debtors, some of which may not materialize.

The financial information contained in this Disclosure Statement has not been audited except as otherwise stated herein. In preparing this Disclosure Statement, the Debtors have relied on financial data derived from their books and records available at the time of such preparation. Although the Debtors have exercised reasonable business judgment to ensure the accuracy of the financial information provided herein, and while the Debtors believe that such financial information fairly reflects their financial results, the Debtors are unable to warrant or represent that the financial information contained herein is without inaccuracies.

The Financial Projections are, by their nature, forward-looking, and necessarily based on certain significant assumptions or estimates that are beyond the Debtors' control and may ultimately prove to be incorrect. The actual future financial results of the Debtors may turn out to be materially different from the Financial Projections. As discussed above, the Debtors' industry is competitive, and their operations are subject to inherent uncertainties and risks, all of which make accurate forecasting very difficult. There can be no assurances that such prospective assessments will ultimately prove to be accurate.

[It was assumed in the preparation of the Financial Projections and other financial information contained herein that the historical book value of the Debtors' assets as of [December 31, 2024], approximates those assets' fair value, except for specific adjustments.]

The implementation of the Plan may have significant United States federal income tax consequences for Holders of Allowed Claims and Holders of Allowed Interests.

The implementation of the Plan may have significant United States federal income tax consequences for Holders of Allowed Claims and Holders of Allowed Interests.

For a general discussion of the United States federal income tax treatment of the Plan for U.S. Holders of Allowed Claims and U.S. Holders of Allowed Interests, see the discussion in Section VII, titled “Certain U.S. Federal Income Tax Considerations.” Holders of Allowed Claims and Allowed Interests should consult with their tax advisors to determine the United States federal income tax consequences of the Plan in light of each Holder’s specific circumstances.

Historical financial information will not be comparable.

As a result of the consummation of the Plan and the transactions contemplated thereby, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date will not be comparable to the financial condition or results of operations reflected in the Debtors’ historical financial statements.

The Debtors have no duty to update.

The statements contained in the Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of the 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 the Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

F. *Certain Disclaimers*

No representations outside the Disclosure Statement are authorized.

No representations 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 the Disclosure Statement. Any representations or inducements made to secure your vote for acceptance or rejection of the Plan that are other than those contained in, or included with, the Disclosure Statement should not be relied upon in making the decision to vote to accept or reject the Plan.

No legal or tax advice is provided by the Disclosure Statement.

The contents of the 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 as to legal, tax, and other matters concerning their Claim or Interest. The Disclosure Statement is not legal advice to you. The Disclosure Statement may not be relied upon for any purpose other than to determine (i) how to vote on the Plan, (ii) whether or not to opt-out of the releases as set forth in Article VIII.D of the Plan, and (iii) whether or not to object to confirmation of the Plan.

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 the Holders of Claims or Interests.

SECTION X.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN

If the Plan is not confirmed, the alternatives include (a) liquidation of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code and (b) continuation of the Chapter 11 Cases and formulation of an alternative plan or plans of reorganization. Each of these possibilities is discussed in turn below.

A. Liquidation Under Chapter 7 or Chapter 11

If the Plan is not confirmed, the Chapter 11 Cases could be converted to liquidation cases under chapter 7 of the Bankruptcy Code. A trustee would then be appointed to promptly liquidate the assets of the Debtors.

Although it is impossible to predict precisely how the proceeds of a liquidation would be distributed, in a chapter 7 liquidation, additional administrative expenses caused by the appointment of a trustee and professionals to assist the trustee, along with an increase in the number of unsecured Claims that would arise by reason of the liquidation and from the rejection of unexpired leases and executory contracts, would cause a substantial diminution of the distributions available to creditors.

The Debtors could also be liquidated pursuant to a chapter 11 plan. In a liquidation under chapter 11, the Debtors' assets could be sold in a more orderly fashion over a longer period of time than in a chapter 7 liquidation. Thus, a chapter 11 liquidation might result in larger recoveries than in a chapter 7 liquidation, but the delay in distributions could result in lower present values received and higher administrative costs incurred. Because a trustee is not required in a chapter 11 liquidation, expenses for professional fees could be lower than in a chapter 7 liquidation. However, the drafting and pursuit of a liquidation plan and solicitation and tabulation of votes thereon would result in additional delays and administrative costs.

Although a chapter 11 liquidation is preferable to a chapter 7 liquidation, the Debtors believe that any liquidation would be a much less attractive alternative than the Plan because of the greater recoveries the Debtors anticipate will be provided under the Plan. It is highly unlikely that the Holders of General Unsecured Claims or Interests would receive any distribution in a liquidation under either chapter 7 or chapter 11.

THE DEBTORS BELIEVE THAT THE PLAN AFFORDS SUBSTANTIALLY GREATER BENEFITS TO HOLDERS OF CLAIMS AND INTERESTS THAN WOULD LIQUIDATION UNDER ANY CHAPTER OF THE BANKRUPTCY CODE.

The Liquidation Analysis, prepared by the Debtors with its financial advisors, premised upon a chapter 7 liquidation, is attached hereto as **Exhibit D**. The Liquidation Analysis takes into account the realizable value of the Debtors' assets of the Debtors and the extent to which the assets are subject to liens and security interests. Based on this analysis, a liquidation of the Debtors' assets would produce less value for distribution to creditors and equity interest Holders than that recoverable under the Plan.

B. *Alternative Plans of Reorganization*

If the Debtors continued to operate their businesses and manage their properties as debtors-in-possession while formulating and negotiating an alternative plan, they would remain subject to the restrictions imposed by the Bankruptcy Code. Protracted Chapter 11 Cases would significantly affect the Debtors business and ability to operate as a going concern.

**SECTION XI.
CONCLUSION AND RECOMMENDATION**

The Debtors, with the support of the Consenting Lenders, believe that confirmation and implementation of the Plan is in the best interests of the Holders of Claims and Interests because it provides the greatest recoveries to such Holders. In addition, any alternative to confirmation of the Plan could result in extensive delays and substantially increased administrative expenses.

Accordingly, the Debtors, with the support of the Consenting Lenders, urge all Holders of Claims who are entitled to vote on the Plan to vote to accept the Plan and to evidence such acceptance by returning their Ballots so that they are **actually received** by the Claims and Noticing Agent no later than 5:00 p.m., prevailing Eastern Time, on September 15, 2025.

[Remainder of page intentionally left blank]

Dated: _____, 2025

Respectfully submitted,

LifeScan Global Corporation and its undersigned
affiliate

By: _____

Name:

Title:

On behalf of LifeScan Global Corporation and its Debtor
affiliates

Exhibit A

The Plan

[Filed Separately]

Exhibit B

Restructuring Support Agreement

THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE RSA EFFECTIVE DATE ON THE TERMS DESCRIBED IN THIS AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES TO THIS AGREEMENT.

AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT

This Amended and Restated Restructuring Support Agreement (including all exhibits and schedules attached hereto (including, for the avoidance of doubt, the Restructuring Term Sheet), as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this “Agreement”) is made and entered into as of July 15, 2025 (the “Execution Date”), by and among the following parties (each, a “Party” and, collectively, the “Parties”):¹

- i. DUV Holding Corporation (“Parent”) and its direct and indirect subsidiaries listed on **Exhibit B** hereto (each, a “Company Entity” and, collectively, the “Company”);
- ii. each of the undersigned beneficial holders, or nominees, managers, advisors or sub-advisors of holders, of First Lien Term Loans that has executed and delivered to counsel to the Company counterpart signature page(s) to this Agreement or a Joinder, in each case, solely in their capacity as such (collectively, the “Consenting First Lien Term Loan Lenders”);
- iii. each of the undersigned beneficial holders, or nominees, managers, advisors or sub-advisors of holders, of Second Lien Term Loans that has executed and delivered to counsel to the Company counterpart signature page(s) to this Agreement or a Joinder, in each case solely in their capacity as such (collectively, the “Consenting Second Lien Term Loan Lenders” and together with the Consenting First Lien Term Loan Lenders, the “Consenting 1L/2L Term Loan Lenders”);
- iv. as applicable, each of the beneficial holders, or nominees, managers, advisors or sub-advisors of holders, of the Third Lien Term Loans that has executed and delivered to counsel to the Company counterpart signature page(s) to this Agreement or a Joinder, in each case solely in their capacity as such (collectively, the “Consenting Third Lien Term Loan Lenders” and, together with the Consenting 1L/2L Term Loan Lenders, the “Consenting Lenders”); and

¹ Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the term sheet attached hereto as **Exhibit A** (the “Restructuring Term Sheet”).

- v. PE LifeScan Holdings, LLC (the “Sponsor” and, together with the Consenting Lenders, collectively, the “Consenting Stakeholders”), which is the indirect holder of 100% of the Existing Equity Interests.

RECITALS

WHEREAS, the Company, the Sponsor, and the Consenting 1L/2L Term Loan Lenders entered into that certain Restructuring Support Agreement dated as of February 17, 2025 (the “Original RSA”), pursuant to which such parties agreed to support and pursue the Restructuring (as defined therein) on the terms and conditions set forth therein;

WHEREAS, the Parties have engaged in good faith, arm’s-length negotiations and reached an agreement regarding certain modifications to the Original RSA regarding a restructuring of the Company’s capital structure on the terms and conditions set forth in this Agreement (the “Restructuring”), to be implemented through either, in each case as set forth in the Restructuring Term Sheet (as defined below), (a) a prearranged chapter 11 plan of reorganization (the “Equitization Restructuring”) or (b) a sale of all or substantially all the Company’s assets pursuant to section 363 of the Bankruptcy Code (a “Sale Transaction”) to either (x) BidCo (as defined below) (the “Credit Bid Sale”) or (y) one or more purchasers other than BidCo (the “Third Party Sale” and together with the Credit Bid Sale, the “Asset Sale Restructuring”);

WHEREAS, pursuant to Section 13 of the Original RSA, the Company, the Sponsor, and the Required Consenting Lenders desire to amend, restate and replace in its entirety the Original RSA with this Agreement;

WHEREAS, this Agreement amends and restates the Original RSA among the parties thereto in its entirety, and the Original RSA is hereby superseded by this Agreement; and

WHEREAS, the Parties have agreed to express their mutual support and take certain actions in support of the Restructuring on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, on a several but not joint basis, agree as follows:

AGREEMENT

Section 1. *Cooperation by the Parties; Form of Restructuring.*

1.01. The Parties agree to cooperate in good faith to effectuate the Restructuring on the terms set forth in this Agreement, including the Restructuring Term Sheet. The Restructuring shall be effectuated either through the Equitization Restructuring or the Asset Sale Restructuring according to the terms set forth in the section of the Restructuring Term Sheet titled “Form of Restructuring”, subject to the terms of this Agreement.

Section 2. *Definitions and Interpretation.*

2.01. Definitions. The following terms have the following definitions:

“Acceptable Third Party Sale” has the meaning set forth in the Restructuring Term Sheet.

“Ad Hoc Group” means that certain ad hoc group of holders of, or investment advisors, sub-advisors, or managers of discretionary accounts of funds that hold, First Lien Term Loans and Second Lien Term Loans represented by the Ad Hoc Group Advisors.

“Ad Hoc Group Advisors” means Davis Polk & Wardwell LLP, Houlihan Lokey Inc., Norton Rose Fulbright US LLP, and any other special or local counsel or advisor retained by the Ad Hoc Group.

“Ad Hoc Group Fees and Expenses” means all reasonable and documented fees and expenses of the Ad Hoc Group Advisors (including the outstanding reasonable fees and expenses of the Ad Hoc Group Advisors accrued since the inception of their respective engagements) related to the negotiation, implementation or consummation of this Agreement or the Restructuring in each case solely to the extent payable in accordance with the terms of the applicable fee or engagement letter agreement between such firms and one or more of the Company Entities.

“Advisory Agreement” has the meaning set forth in the Restructuring Term Sheet.

“Affiliate” means, with respect to any specified Entity, any other Entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Entity. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement, or otherwise.

“Agent” means each administrative agent, collateral agent, or any similar Entity under any documentation relating to any First Lien Term Loans, Second Lien Term Loans, or the Third Lien Term Loans.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Agreement Effective Period” means, with respect to a Party, the period from the RSA Effective Date (or, in the case of any Consenting Stakeholder that becomes a party hereto after the RSA Effective Date, as of the date and time such Consenting Stakeholder executes and delivers a Joinder in accordance with the terms hereof) to the Termination Date with respect to such Party.

“Asset Sale Restructuring” has the meaning set forth in the recitals to this Agreement.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

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

“BidCo” has the meaning set forth in the Restructuring Term Sheet.

“Bidding Procedures” means the procedures governing the marketing, solicitation, and submission of bids for the sale of assets of the Debtors to effectuate the Asset Sale Restructuring, as such procedures may be amended, modified, or supplemented from time to time.

“Bidding Procedures Motion” means the motion seeking approval of the Bidding Procedures.

“Bidding Procedures Order” means the order of the Bankruptcy Court approving the Bidding Procedures.

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

“Cash Collateral Orders” means, collectively, the Interim Cash Collateral Order and the Final Cash Collateral Order.

“Cause of Action” means any action, Claim, class action, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, rights of subrogation, reimbursement, equity interest, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, asserted or unasserted, accrued or unaccrued, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foresee or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, allowable or disallowable, assertable directly or derivatively, in rem, quasi in rem, in personam or otherwise, 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, in contract or in tort, in law or in equity, or pursuant to any other theory or principle of law.

“Chapter 11 Cases” means voluntary cases commenced by the Company under chapter 11 of the Bankruptcy Code as contemplated by this Agreement.

“Chosen Courts” means (a) with respect to any action or proceeding among Company Entities or among Company Entities and Consenting Stakeholders (i) prior to the Petition Date or after the Transaction Effective Date or to the extent that the Bankruptcy Court is found to lack or abstains from exercising jurisdiction over such action or proceeding, the federal courts or state courts located in New York, New York and (ii) in each other instance, the Bankruptcy Court, and (b) with respect to any action or proceeding among Consenting Stakeholders, the federal courts or state courts located in New York, New York or the Bankruptcy Court.

“Claims” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Company Entities.

“Company Claims/Interests” means Claims against, or Interests in, any Company Entity.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code.

“Consent Condition” means the condition that is satisfied when each class under the Plan that is entitled to vote on the Plan irrevocably votes to accept the Plan in accordance with section 1126 of the Bankruptcy Code, unless otherwise agreed in writing (email shall suffice) between the Company and the Required Consenting Lenders.

“Consenting 1L/2L Term Loan Lenders” has the meaning set forth in the preamble to this Agreement.

“Consenting First Lien Term Loan Lenders” has the meaning set forth in the preamble to this Agreement.

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

“Consenting Second Lien Term Loan Lenders” has the meaning set forth in the preamble to this Agreement.

“Consenting Stakeholders” has the meaning set forth in the preamble to this Agreement.

“Consenting Third Lien Term Loan Lenders” has the meaning set forth in the preamble to this Agreement.

“Credit Bid Sale” has the meaning set forth in the recitals to this Agreement.

“Credit Bid Sale Closing Date” means the date upon which all conditions to the effectiveness of the Credit Bid Sale, including all conditions to effectiveness thereto as set forth herein and the documentation effectuating such sale, have been satisfied or waived in accordance with the terms hereof and such sale documentation, and on which the Credit Bid Sale is consummated.

“Debtors” means the Company Entities that file Chapter 11 Cases, in their capacities as debtors and debtors in possession in their respective Chapter 11 Cases.

“Definitive Documents” means the documents identified in Section 5 herein.

“Disclosure Statement” means the disclosure statement with respect to the Plan, including all exhibits, schedules, supplements, modifications or amendments thereto, which shall be consistent with this Agreement in all material respects.

“Disclosure Statement Order” means the order of the Bankruptcy Court approving the Disclosure Statement and the related Solicitation Materials.

“Election TL Portion” has the meaning set forth in the Restructuring Term Sheet.

“Equitization Election” has the meaning set forth in the Restructuring Term Sheet.

“Equitization Restructuring” has the meaning set forth in the recitals to this Agreement.

“Equitization Restructuring Effective Date” means the date upon which all conditions to the effectiveness of the Equitization Restructuring, including all conditions to the effectiveness of the Plan and this Agreement, have been satisfied or waived in accordance with this Agreement and the Plan, and on which the Equitization Restructuring is consummated.

“Entity” has the meaning set forth in section 101(15) of the Bankruptcy Code.

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

“Existing Credit Documents” means the First Lien Credit Agreement, the Second Lien Credit Agreement, and the Third Lien Credit Agreement, including all other ancillary documentation (including any security agreements, intercreditor agreements, exhibits, schedules, supplements, appendices, annexes, instructions, and attachments thereto) in connection with each of the foregoing.

“Existing Equity Interests” has the meaning set forth in the Restructuring Term Sheet.

“Fiduciary Out Notice” has the meaning set forth in Section 11.05 of this Agreement.

“Final Cash Collateral Order” means a final order governing the Company Entities’ use of cash collateral during the Chapter 11 Cases consistent with the Restructuring Term Sheet.

“First Day Pleadings” means all of the motions, proposed court orders, and other material documents that the Debtors file upon or around the commencement of the Chapter 11 Cases, including, without limitation, the Rebate Agreements Rejection Motion.

“First Lien Agent Advisors” means Cahill Gordon & Reindell LLP, RPA Advisors, and one local counsel for purposes of the Chapter 11 Cases as are retained by the Bank of America, N.A., in its capacity as administrative and collateral agent under the First Lien Credit Agreement.

“First Lien Agent Fees and Expenses” means all reasonable and documented fees and expenses of the First Lien Agent Advisors related to the negotiation, implementation or consummation of this Agreement or the Restructuring in each case to the extent payable in accordance with the terms of the applicable fee or engagement letter agreement between such firms and one or more of the Company Entities (other than any provision with respect to the termination thereof) and subject to any orders of the Bankruptcy Court, and in each case including any success fees, transaction fees, or similar fees contemplated thereby.

“First Lien Credit Agreement” means that certain First Lien Credit Agreement dated as of May 19, 2023 among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Bank of America, N.A. as administrative and collateral agent, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time).

“First Lien Forbearance Agreement” means that certain Eighth Amended and Restated First Lien Forbearance Agreement dated as of July 7, 2025 among DUV Intermediate Holding II

Corporation LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Bank of America, N.A. as administrative and collateral agent, and the lenders party thereto, as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time.

“First Lien Term Loan Claims” means any Claims on account of the First Lien Term Loans and any other Claims under the First Lien Credit Agreement that are related to the First Lien Term Loans.

“First Lien Term Loans” means the term loans issued under the First Lien Credit Agreement. As of the date hereof, the principal amount of First Lien Term Loans is approximately \$364,727,000.

“Forbearance Event of Termination” means an “Event of Termination” under and as defined in the First Lien Forbearance Agreement or the Second Lien Forbearance Agreement.

“Governing Body” means, with respect to a Company Entity, any board of directors, board of managers, manager, general partner, investment committee, special committee, or a similar governing body of such Company Entity.

“Governmental Authority” means any applicable federal, state, local, or foreign government or any agency, bureau, board, commission, court or arbitral body, department, political subdivision, regulatory or administrative authority, tribunal or other instrumentality thereof, or any self-regulatory organization (other than the Bankruptcy Court).

“Interests” means any interest, as defined in section 101(16) of the Bankruptcy Code, in any Company Entity.

“Interim Cash Collateral Order” means an interim order governing the Company Entities’ use of cash collateral during the Chapter 11 Cases consistent with the Restructuring Term Sheet.

“Joinder” means a joinder to this Agreement substantially in the form attached to this Agreement as **Exhibit C**.

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

“MIP” has the meaning set forth in the Restructuring Term Sheet.

“MIP Documents” means the documentation effectuating the MIP.

“New First Lien Term Loan Facility” means the new second-out first lien term loan facility through which new debt will be issued on account of the First Lien Term Loan Claims.

“New First Lien Term Loan Facility Documents” means the credit agreement, security agreement and any other ancillary document governing or related to the New First Lien Term Loan Facility.

“New Governance Documents” means the new or amended, as applicable, organizational and governance documents of the Reorganized Parent and any other Company Entity, as reorganized pursuant to the Restructuring.

“New ICA” means, if necessary, the new intercreditor agreement(s) governing the relative lien priorities among the New Revolving Facility and the New First Lien Term Loan Facility.

“New Revolving Facility” means the new first-out first lien cash flow revolving credit facility or asset-based lending facility.

“New Revolving Facility Documents” means the credit agreement, security agreement and any other ancillary document governing or related to the New Revolving Facility.

“Non-RSA Restructuring Proposal” means any written or oral inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, financing or refinancing (in each case, debt or equity), joint venture, partnership, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more Company Entities or any of its direct or indirect subsidiaries or the debt, equity, or other claims or interests in any one or more Company Entities or any of its direct or indirect subsidiaries, whether written or oral, that in each case is an alternative to, or is inconsistent with, any material component of the Restructuring.

“Outside Date” means December 31, 2025 at 11:59 p.m. (New York City time), or, in each case, such later date as may be agreed in writing (email shall suffice) by the Required Consenting Lenders, the Company, and the Sponsor.

“Parent” has the meaning set forth in the recitals to this Agreement.

“Petition Date” means the date on which the Chapter 11 Cases are commenced.

“Pivot Date” means the earlier of (x) September 15, 2025 and (y) the deadline for holders of Claims or Interests to vote to accept or reject the Plan as approved by the court, or such later date as may be agreed in writing (email shall suffice) by the Required Consenting Lenders and the Company.

“Plan” means a chapter 11 plan of reorganization providing for the effectuation of the Equitization Restructuring, on the terms and conditions set forth in this Agreement and therein.

“Plan Supplement” means the compilation of certain documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court prior to and in connection with the hearing held by the Bankruptcy Court to consider confirmation of the Plan, each of which shall be consistent with this Agreement.

“Qualified Bid” has the meaning set forth in the Bidding Procedures.

“Qualified Marketmaker” means an entity that (i) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or marketmaker in Company Claims/Interests and (ii) is in fact regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

“Rebate Agreements Rejection Motion” means a motion seeking entry of an order of the Bankruptcy Court rejecting the Specified Agreements effective as of the Petition Date.

“Rebate Agreements Rejection Order” means an order of the Bankruptcy Court approving the rejection of the Specified Agreements effective as of the Petition Date.

“Related Parties” has the meaning set forth in the Restructuring Term Sheet.

“Reorg Equity” means the Interests in Reorganized Parent, which shall consist of existing or newly issued Interests, as applicable.

“Reorganized Company” means any Company Entity, as reorganized pursuant to the Restructuring, or any successor thereto or assignee thereof, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Transaction Effective Date; *provided*, that, “Reorganized Company” shall not include BidCo.

“Reorganized Parent” means, as of the Transaction Effective Date, (a) Parent, another Company Entity, or an entity that directly or indirectly owns 100% of the equity of Parent, as reorganized pursuant to the Restructuring or any successor thereto or assignee thereof, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be; (b) a new Entity that may be formed or caused to be formed to, among other things, directly or indirectly acquire all or substantially all of the assets and/or equity of the Company Entities and implement the Restructuring on the terms set forth in this Agreement; or (c) another Company Entity or newly formed Entity that is the successor to Parent pursuant to the Restructuring; *provided*, that, “Reorganized Parent” shall not include BidCo.

“Required Consenting First Lien Term Loan Lenders” means, as of the relevant date, those Consenting Lenders holding greater than 50% of the aggregate outstanding principal amount of the First Lien Term Loans that are then held by all Consenting First Lien Term Loan Lenders in the aggregate.

“Required Consenting Lenders” means, (i) the Required Consenting First Lien Term Loan Lenders and (ii) the Required Consenting Second Lien Term Loan Lenders.

“Required Consenting Second Lien Term Loan Lenders” means, as of the relevant date, those Consenting Lenders holding greater than 50% of the aggregate outstanding principal amount of the Second Lien Term Loans that are then held by all Consenting Second Lien Term Loan Lenders in the aggregate.

“Required Consenting Third Lien Term Loan Lenders” means, as of the relevant date, those Consenting Lenders holding greater than 50% of the aggregate outstanding principal amount of the Third Lien Term Loans that are then held by all Consenting Third Lien Term Loan Lenders in the aggregate.

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

“Restructuring Steps Plan” means the steps plan, if any, setting forth the tax steps for the Restructuring.

“RSA Effective Date” means February 17, 2025 (the effective date of the Original RSA).

“Second Lien Credit Agreement” means that certain Second Lien Credit Agreement dated as of May 19, 2023, among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Wilmington Savings Fund Society, FSB, as administrative and collateral agent, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time).

“Second Lien Forbearance Agreement” means that certain Eighth Amended and Restated Second Lien Forbearance Agreement dated as of July 7, 2025 among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Bank of America, N.A. as administrative and collateral agent, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time).

“Second Lien Term Loan Claims” means any Claims on account of the Second Lien Term Loans and any other Claims arising under the Second Lien Credit Agreement.

“Second Lien Term Loans” means the term loans issued under the Second Lien Credit Agreement. As of the date hereof, the outstanding principal amount of Second Lien Term Loans is not less than \$275,000,000.

“Sale Order” means the order of the Bankruptcy Court approving the sale of all or substantially all of the Debtors’ assets free and clear of all liens, claims, encumbrances, and interests (except as otherwise provided in the applicable sale documents) pursuant to section 363 of the Bankruptcy Code as necessary to effectuate the Asset Sale Restructuring and authorizing the Debtors to consummate the Asset Sale Restructuring.

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

“Solicitation Materials” means the Disclosure Statement, any ballots, documents, forms, and all other materials provided in connection with the solicitation of the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

“Specified Agreements” has the meaning set forth in the Restructuring Term Sheet.

“Sponsor” has the meaning set forth in the preamble to this Agreement.

“Stalking Horse APA” has the meaning set forth in the Restructuring Term Sheet.

“Stalking Horse Bid” has the meaning set forth in the Restructuring Term Sheet.

“Termination Date” means, with respect to any Party, the date on which termination of this Agreement is effective as to such Party in accordance with Section 11 herein.

“Termination Event” means the occurrence of a termination event arising under Section 11 herein.

“Third Lien Credit Agreement” means that certain First Lien Credit Agreement dated as of October 1, 2018, among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Ankura Trust Company, LLC, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time) that was subordinated in priority in connection with the Company’s exchange offer transaction consummated pursuant to the Transaction Support Agreement dated as of April 20, 2023.

“Third Lien Term Loan Claims” means any Claims on account of the Third Lien Term Loans and any other Claims arising under the Third Lien Credit Agreement.

“Third Lien Term Loans” means the term loans issued under the Third Lien Credit Agreement. As of the date hereof, the outstanding principal amount of Third Lien Term Loans is approximately \$27,388,000.

“Third Party Sale” has the meaning set forth in the recitals to this Agreement.

“Third Party Sale Closing Date” means the date upon which all conditions to the effectiveness of the Third Party Sale, including all conditions to effectiveness thereto as set forth herein and the documentation effectuating such sale, have been satisfied or waived in accordance with the terms hereof and such sale documentation, and on which the Third Party Sale is consummated.

“Transaction Effective Date” means the earlier of (a) the Equitization Restructuring Effective Date, (b) the Credit Bid Sale Closing Date and (c) the Third Party Sale Closing Date.

“Transfer” means to sell, resell, reallocate, pledge, assign, transfer, hypothecate, participate, donate, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales, or other transactions); *provided, however*, that any pledge in favor of (a) a bank or broker dealer at which a Consenting Lender maintains an account, where such bank or broker dealer holds a security interest or other encumbrance over property in the account generally or (b) any lender, agent or trustee to secure obligations generally under debt issued by the applicable fund or account, in each case shall not be deemed a “Transfer” for any purposes hereunder so long as such pledge does not result in the inability of the applicable Consenting Lender granting such pledge to vote its Company Claims/Interests to accept the Plan (to the extent applicable).

“Transferee” means the recipient of a Transfer.

“Transferee Qualified Marketmaker” has the meaning set forth in Section 8.03(b) herein.

“Wind-Down Budget” has the meaning set forth in the Restructuring Term Sheet.

2.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neutral gender shall include the masculine, feminine, and the neutral gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference in this Agreement to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified in this Agreement, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein;

(e) unless otherwise specified, any reference in this Agreement to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, amended and restated, supplemented, or otherwise modified from time to time; notwithstanding the foregoing, any capitalized terms in this Agreement that are defined with reference to another agreement are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date of this Agreement;

(f) unless otherwise specified, all references in this Agreement to “Sections” are references to Sections of this Agreement;

(g) the words “herein,” “hereof,” and “hereto” refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(h) captions and headings of all Sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof;

(i) references to “stockholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws;

(j) the use of “include” or “including” is without limitation, whether stated or not; and

(k) the word “or” shall not be exclusive.

Section 3. *Amended RSA Effective Date.* This Agreement, and the amendments to the Original RSA as set forth in this Agreement, shall become effective and binding upon each of the Parties immediately after each of the following has occurred:

- (a) each of the Company Entities has executed and delivered (email is sufficient) to counsel for each group of the Consenting Stakeholders counterpart signature pages to this Agreement;
- (b) the Required Consenting Lenders have executed and delivered (email is sufficient) to counsel to the Company counterpart signature pages to this Agreement;
- (c) the Sponsor has executed and delivered (email is sufficient) to counsel for the Company and counsel for each group of the other Consenting Stakeholders counterpart signature pages to this Agreement; and
- (d) at least one Consenting First Lien Term Loan Lender has irrevocably committed (subject to the terms of this Agreement) to make the Equitization Election such that the aggregate Election TL Portion of all holders making the Equitization Election is equal to \$30 million.

provided, that this Agreement shall become effective and binding upon the Consenting Third Lien Term Loan Lenders upon holders of at least 66.67% of the aggregate outstanding principal amount of Third Lien Term Loans having executed and delivered (email is sufficient) to counsel to the Company and counsel to the Ad Hoc Group counterpart signature pages to this Agreement; *provided further* that, the rights under this agreement in favor of the Consenting Third Lien Term Loan Lenders shall only become effective if and when this Agreement is effective as to any Consenting Third Lien Term Loan Lender.

Section 4. *Exhibits Incorporated by Reference.* Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits. In the event of any inconsistency between this Agreement (without reference to the exhibits) and the Restructuring Term Sheet, the Restructuring Term Sheet shall govern. In the event of any inconsistency between this Agreement (without reference to the exhibits) and the exhibits (excluding the Restructuring Term Sheet), this Agreement (without reference to the exhibits) shall govern.

Section 5. *Definitive Documents.*

(a) The definitive documents shall consist of each of the following (the “Definitive Documents”):

(i) Disclosure Statement and all other Solicitation Materials (including any motion seeking either approval of the Disclosure Statement or combined or conditional approval of the Disclosure Statement and/or Plan);

(ii) Cash Collateral Orders;

(iii) Disclosure Statement Order;

- (iv) First Day Pleadings;
- (v) Plan;
- (vi) Plan Supplement;
- (vii) Confirmation Order and other pleadings filed by the Debtors in support of entry thereof;
- (viii) New Revolving Facility Documents;
- (ix) New First Lien Term Loan Facility Documents;
- (x) New ICA (if applicable);
- (xi) New Governance Documents;
- (xii) MIP Documents;
- (xiii) Bidding Procedures;
- (xiv) Bidding Procedures Motion;
- (xv) Bidding Procedures Order;
- (xvi) Stalking Horse APA;
- (xvii) Sale Order;
- (xviii) Wind-Down Budget;
- (xix) Restructuring Steps Plan;
- (xx) Advisory Agreement;
- (xxi) any agreements, settlements, motions, pleadings, briefs, applications, orders and other filings with the Bankruptcy Court with respect to the rejection, assumption and/or assumption and assignment of executory contracts and/or unexpired leases, including, for the avoidance of doubt, the Rebate Agreements Rejection Motion and Rebate Agreements Rejection Order; and
- (xxii) such other applications, pleadings, briefs, motions, orders, filings, agreements, and other documentation that may be necessary or desirable to consummate or document the Restructuring (including, if applicable, a tax separation agreement and any restructuring steps plan describing the implementation steps of the applicable Restructuring); *provided*, that any monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof shall not constitute Definitive Documents.

(b) The Definitive Documents that are not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent in all material respects with this Agreement, and shall otherwise be in form and substance reasonably acceptable to the Company and the Required Consenting Lenders, including any modifications, amendments or supplements thereto. In addition, (A) the Advisory Agreement and any provision in any other Definitive Document that (x) materially adversely affects the economic treatment of the Company Claims/Interests held by the Sponsor in a manner that is materially inconsistent with this Agreement, (y) impacts the rights of minority shareholders in the Reorganized Parent, or (z) impacts the release provisions with respect to the Sponsor, shall, in each case, be in form and substance reasonably acceptable to the Sponsor, and (B) any provision in any Definitive Document that materially and directly affects the economic treatment of the Third Lien Term Loan Claims shall be in form and substance reasonably acceptable to the Required Consenting Third Lien Term Loan Lenders.

Section 6. *Milestones.* The following milestones (collectively, the “Milestones”) shall apply to this Agreement (unless extended or waived in writing (including via email in accordance with Section 14.20) by the Company Entities, the Required Consenting Lenders, and, solely in the case of section 6(k) and section 6(m), the Sponsor):

(a) no later than July 15, 2025, the Company Entities shall commence the Chapter 11 Cases in the Bankruptcy Court;

(b) no later than one (1) calendar day after the Petition Date, the Company Entities shall file the Rebate Agreements Rejection Motion with the Bankruptcy Court;

(c) no later than three (3) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Interim Cash Collateral Order;

(d) no later than three (3) calendar days after the Petition Date, the Company Entities shall file a motion seeking approval of the Bidding Procedures with the Bankruptcy Court;

(e) no later than five (5) calendar days after the Petition Date, the Company Entities shall file the Plan and the Disclosure Statement with the Bankruptcy Court;

(f) no later than seven (7) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order;

(g) no later than thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final Cash Collateral Order;

(h) no later than thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Rebate Agreements Rejection Order;

(i) no later than fifty (50) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Disclosure Statement Order;

(j) if, on the Pivot Date, (x) the Consent Condition has been satisfied and (y) there is not a Qualified Bid for an Acceptable Third Party Sale, no later than ninety (90) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order;

(k) if, on the Pivot Date, (x) the Consent Condition has been satisfied and (y) there is not a Qualified Bid for an Acceptable Third Party Sale, no later than one-hundred five (105) calendar days after the Petition Date, the Equitization Restructuring Effective Date shall have occurred;

(l) if, on the Pivot Date, (x) the Consent Condition has not been satisfied or (y) there is a Qualified Bid for an Acceptable Third Party Sale, no later than ninety (90) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order; and

(m) if, on the Pivot Date, (x) the Consent Condition has not been satisfied or (y) there is a Qualified Bid for an Acceptable Third Party Sale, no later than one-hundred five (105) calendar days after the Petition Date, the Credit Bid Sale Closing Date or the Third Party Sale Closing Date, as applicable, shall have occurred.

Section 7. *Commitments Regarding the Restructuring.*

7.01. Commitments of the Consenting Lenders.

(a) During the Agreement Effective Period, subject to the terms and conditions of this Agreement, each Consenting Lender, severally and not jointly, agrees, in respect of all of its Company Claims/Interests presently owned and hereafter acquired (for so long as it remains the beneficial or record owner thereof, or the nominee, investment manager, or advisor for beneficial holders thereof), to:

(i) support and use commercially reasonable efforts to support and take all actions, to the extent practicable and subject to the terms hereof, and reasonably necessary or reasonably requested by the Company to facilitate and implement the Restructuring in accordance with the terms, conditions, and applicable deadlines set forth in this Agreement and the Definitive Documents, which shall include:

- (A) timely participating in and supporting the Restructuring, (including, for the avoidance of doubt, with respect to (i) tax structuring contemplated by the Restructuring Term Sheet and (ii) causing the Stalking Horse Bid to be submitted in accordance with the Bidding Procedures by the applicable deadline), with respect to all of its Claims/Interests now owned or hereafter acquired by such Consenting Lender (or for which such Consenting Lender serves as the nominee, manager, or advisor or sub-advisor for holders thereof);
- (B) validly and timely submitting, and not withdrawing (including causing its nominee or custodian, if applicable, on behalf of itself and the accounts, funds, or affiliates for which it is acting as nominee, manager or advisor or sub-advisor to validly and timely deliver and not withdraw) any consents, waivers, proxies, signature

pages, tenders, instructions or directions to agents, ballots, and/or other means of voting or participating in the Restructuring with respect to all of its Company Claims/Interests now owned or hereafter acquired by such Consenting Lender (or for which such Consenting Lender serves as the nominee, investment manager, or advisor for the beneficial holders thereof); and

(C) to the extent reasonable and practicable, timely obtaining, and supporting the Company's efforts to obtain, as applicable, any and all federal, state, local, and foreign governmental, regulatory, and/or third-party approvals as may be requested by the Company;

(ii) following the commencement of the solicitation of the Plan and its actual receipt of Plan ballots prior to the deadline for such delivery, deliver its duly executed and completed ballot(s) accepting the Plan (in accordance with the applicable Plan solicitation procedures) with respect to all of its Company Claims/Interests that are entitled to vote on the Plan pursuant to the terms of the Plan;

(iii) elect to opt in or not opt out, to the extent applicable, to the releases contained in the Plan, including by delivering the requisite documentation indicating such election prior to the deadline for such delivery;

(iv) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in the immediately preceding clauses (ii) or (iii); *provided, however*, that such vote or election may be revoked or withdrawn (and, upon such revocation or withdrawal, deemed void *ab initio*) by such Consenting Lender at any time if this Agreement is terminated with respect to such Consenting Lender pursuant to the terms of this Agreement;

(v) not (A) object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring or (B) direct any Agent, as applicable, to take any action that is inconsistent with such Consenting Lender's obligations under this Agreement;

(vi) not directly or indirectly object to, delay, impede, or take any other action that would reasonably be expected to materially interfere with the Company's negotiations with any pharmacy benefits manager or other initiatives;

(vii) not directly or indirectly seek, solicit, pursue, engage in negotiations relating to, participate in the formation of, propose, file, prosecute, support, or vote for any Non-RSA Restructuring Proposal;

(viii) negotiate in good faith and use commercially reasonable efforts to execute and implement, as applicable, the Definitive Documents to which it is required to be a party or for which its consent is required to effectuate and consummate the Restructuring in a manner consistent with this Agreement;

(ix) negotiation in good faith and use commercially reasonable efforts to execute and delivery any appropriate additional or alternative agreements reasonably requested by the Company to address any legal, financial, or structural impediment to the consummation of the Restructuring or that are necessary to effectuate the Restructuring;

(x) not, and not direct any Agent to, exercise any right or remedy for the enforcement, collection, or recovery of any Company Claims/Interests available under the First Lien Credit Agreement, the Second Lien Credit Agreement, or the Third Lien Credit Agreement, as applicable, to the extent inconsistent with the terms of this Agreement;

(xi) not file, or have filed on its behalf, any motion, pleading, or other document (including any modifications or amendments thereof) with the Bankruptcy Court or any court that, in whole or in part, is inconsistent in any material respect with this Agreement;

(xii) not object to, join in any objection to, delay, impede, or take any other action to interfere with any pleading or document filed by the Company that is consistent with this Agreement;

(xiii) not initiate, or have initiated on its behalf, any litigation or proceeding of any kind against the Company or the other Parties in connection with the Restructuring, other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement or any Definitive Document;

(xiv) not object to, delay, impede, or take any other action to interfere with the Company's ownership and possession of its assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code in a manner that is inconsistent with the terms of this Agreement; and

(xv) use commercially reasonable efforts to cooperate with the Company to mitigate income tax liabilities for its 2025 tax year in accordance with the tax structuring contemplated by the Restructuring Term Sheet and the Restructuring Steps Plan.

(b) Notwithstanding anything to the contrary herein, nothing in this Agreement shall:

(i) be construed to impair any Consenting Lender's rights to appear as a party in interest in any matter to be adjudicated concerning any matter arising in the Chapter 11 Cases, so long as the positions advocated are not materially inconsistent with this Agreement;

(ii) prevent any Consenting Lender from filing, or directing any agent or representative to file, any proof of claim in any Chapter 11 Cases;

(iii) prevent or prohibit any Consenting Lender from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or exercising its rights or remedies reserved herein;

(iv) prevent any Consenting Lender from enforcing or exercising any of its rights or remedies under any of the Definitive Documents;

(v) be construed to prohibit any Consenting Lender from, either itself or through any representatives or agents, soliciting, initiating, negotiating, facilitating, proposing, continuing, or responding to any proposal to purchase or sell Company Claims/Interests, so long as such Consenting Lender complies with Section 8;

(vi) prohibit or limit any Consenting Lender from taking or directing any action relating to maintenance, protection, or preservation of any collateral; *provided*, that such action is not materially inconsistent with this Agreement, including each of the agreements set forth in Section 7.01(a), and does not hinder, delay, or prevent consummation of the Plan and the Restructuring; or

(vii) affect the ability of any Consenting Lender to consult with any other Consenting Lender, the Company, or any other party in interest the Chapter 11 Cases (including any official committee and the United States Trustee).

7.02. Commitments of the Sponsor.

(a) During the Agreement Effective Period, the Sponsor shall:

(i) support and use commercially reasonable efforts to support and take all actions necessary or reasonably requested by the Company to facilitate and implement the Restructuring in accordance with this Agreement, which shall include:

- (A) timely participating in and supporting the Restructuring with respect to all of its Company Claims/Interests now owned or hereafter acquired by the Sponsor;
- (B) validly and timely submitting, and not withdrawing any consents, waivers, proxies, signature pages, tenders, instructions or directions to agents, ballots, and/or other means of voting or participating in the Restructuring with respect to all of its Company Claims/Interests now owned or hereafter acquired by the Sponsor;
- (C) timely obtaining, and supporting the Company's efforts to obtain, as applicable, any and all federal, state, local, and foreign governmental, regulatory, and/or third-party approvals as may be requested by the Company; and
- (D) timely executing any agreements, instruments, or documentation as may be requested by the Company;

(ii) following the commencement of the solicitation of the Plan and its receipt of Plan ballots, timely deliver its duly executed and completed ballot(s) accepting the Plan (in accordance with the applicable Plan solicitation procedures) with respect to all of its Company Claims/Interests that are entitled to vote on the Plan pursuant to the terms of the Plan;

(iii) to the extent that the Sponsor is permitted to opt-out of or opt-in to any of the releases set forth in the Plan, elect (A) not to opt-out of or (B) to opt-in to, as applicable, such releases, including by timely delivering the requisite documentation indicating such election;

(iv) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in the immediately preceding clauses (ii) or (iv) (*provided, however*, that such vote or election may be revoked or withdrawn (and, upon such revocation or withdrawal, deemed void *ab initio*) by such Sponsor at any time if this Agreement is terminated with respect to such Sponsor pursuant to the terms of this Agreement);

(v) not directly or indirectly object to, delay, impede, or take any other action that is inconsistent with, or interferes with, the acceptance, implementation, or consummation of the Restructuring;

(vi) not directly or indirectly seek, solicit, pursue, engage in negotiations relating to, participate in the formation of, propose, file, prosecute, support, or vote for any Non-RSA Restructuring Proposal;

(vii) negotiate in good faith to execute and implement, as applicable, the Definitive Documents to which it is required to be a party or for which its consent is required in a manner consistent with this Agreement;

(viii) not seek to amend or modify the Definitive Documents in a manner that is materially inconsistent with this Agreement;

(ix) negotiate in good faith and use commercially reasonable efforts to execute and deliver any appropriate additional or alternative agreements reasonably requested by the Company to address any legal, financial, tax or structural impediment to the Restructuring or that are necessary to effectuate the Restructuring;

(x) not file, or have filed on its behalf, any motion, pleading, or other document (including any modifications or amendments thereof) with any court that, in whole or in part, is inconsistent in any material respect with this Agreement, the Plan or other Definitive Documents;

(xi) not object to, join in any objection to, delay, impede, or take any other action to interfere with any pleading or document filed by the Company that is consistent with this Agreement;

(xii) not initiate, or have initiated on its behalf, any litigation or proceeding of any kind against the Company or the other Parties in connection with the Restructuring, other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement or any Definitive Document;

(xiii) with respect to Sponsor's controlled direct and indirect subsidiaries, not take any action that would reasonably be anticipated to materially change, alter, or limit any tax attribute, tax status, or present or future tax liability of or with respect to any Company Entity or any direct or indirect subsidiary of any Company Entity; *provided*, that the foregoing shall not

prohibit Sponsor from complying with ordinary course tax compliance obligations in a manner consistent with past practice; *provided, further*, that if any tax election, filing, or other action must be taken in connection with ordinary course tax compliance that would disproportionately affect the Company Entity or any subsidiary of any Company Entity, such election, filing, or other action shall not be made without consulting with the Company Entity and the Required Consenting Lenders; and

(xiv) use commercially reasonable efforts to cooperate with the Company to mitigate income tax liabilities for its 2025 tax year in accordance with the tax structuring contemplated by the Restructuring Term Sheet and the Restructuring Steps Plan; and

(xv) not object to, delay, impede, or take any other action to interfere with the Company's payment of any taxes.

(b) Notwithstanding anything to the contrary herein, nothing in this Agreement shall:

(i) be construed to impair the Sponsor's rights to appear as a party in interest in any matter to be adjudicated in the Chapter 11 Cases, so long as the positions advocated are consistent with this Agreement;

(ii) prevent the Sponsor from filing, or directing any agent or representative to file, any proof of claim in any Chapter 11 Cases;

(iii) prevent the Sponsor from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or exercising its rights or remedies reserved herein; or

(iv) prevent the Sponsor from enforcing or exercising any of its rights or remedies under any of the Definitive Documents.

7.03. Commitments of the Company. During the Agreement Effective Period, the Company shall:

(i) support and use commercially reasonable efforts to take all actions reasonably necessary to facilitate and implement the Restructuring in accordance with the terms, conditions, and applicable deadlines set forth in this Agreement and Definitive Documents, as applicable, which shall include (without limitation):

(ii) comply with each Milestone;

(iii) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring contemplated in this Agreement, support and take all steps commercially reasonable and desirable to address any such impediment;

(iv) use commercially reasonable efforts to take all steps reasonably necessary to obtain any and all required governmental, regulatory and/or third-party approvals for the Restructuring and approval by the Bankruptcy Court of the Definitive Documents;

(v) use commercially reasonable efforts to seek additional support for the Restructuring from the Company's other material stakeholders to the extent reasonably prudent and reasonably request to consult with the Consenting Lenders regarding the status and the material terms of any negotiations with any such stakeholders;

(vi) not directly or indirectly object to, delay, impede, or take any other action that is inconsistent with, or interferes with, the acceptance, implementation, or consummation of the Restructuring;

(vii) negotiate in good faith to execute and implement, as applicable, the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring as contemplated by this Agreement;

(viii) not seek to amend or modify the Definitive Documents in a manner that is materially inconsistent with this Agreement;

(ix) use commercially reasonable efforts to timely oppose any motion filed with the Bankruptcy Court by any party seeking the entry of an order (A) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (C) dismissing any of the Chapter 11 Cases;

(x) unless otherwise provided in this Agreement, operate its business in the ordinary course, taking into account the First Lien Forbearance Agreement, the Second Lien Forbearance Agreement, the Restructuring and the filing of the Chapter 11 Cases and in accordance with their business judgment and in a manner that is materially consistent with this Agreement;

(xi) not consummate or enter into a definitive agreement evidencing any material merger, consolidation, disposition of material assets, acquisition of material assets, or similar transaction, pays any dividend, or incurs any indebtedness for borrowed money, in each case outside the ordinary course of business and other than the Restructuring or with the prior consent of the Required Consenting Lenders (not to be unreasonably withheld, conditioned or delayed);

(xii) as reasonably requested by the Required Consenting Lenders (which, in each case, may be through the Ad Hoc Group Advisors), cause management and the advisors of the Company to inform and/or confer with the Ad Hoc Group Advisors as to: (i) the status and progress of the Restructuring, including progress in relation to the negotiations of the Definitive Documents, (ii) the status of obtaining any necessary or desirable authorizations (including any consents) with respect to the Restructuring from each Consenting Lender, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body or any stock exchange, and (iii) operational and financial performance matters (including liquidity), collateral matters, contract and lease matters, and the general status of ongoing operations and, in each of the foregoing cases (i)-(iii), provide timely and reasonable responses to all reasonable diligence requests with respect to the foregoing, subject to any applicable restrictions and limitations set forth in any confidentiality agreements then in effect;

(xiii) not file, or have filed on its behalf, any motion, pleading, or other document (including any modifications or amendments thereof) with any court that, in whole or in part, is inconsistent with this Agreement, the Plan or other Definitive Documents;

(xiv) provide to Davis Polk & Wardwell LLP, as counsel to the Ad Hoc Group, and, if the First Lien Agent is party to this Agreement, Cahill, as counsel to the First Lien Agent, with a review period of at least three (3) Business Days (or such shorter review period as may be necessary in light of exigent circumstances) prior to the date when the Company Entities intend to file any Definitive Document, material pleading (but excluding monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof or related thereto), motion or proposed order (including without limitation the Plan, the First Day Pleadings, and all “second day” motions and proposed orders) with the Bankruptcy Court;

(xv) promptly (but in any event within three (3) Business Days) notify the Ad Hoc Group Advisors in writing of (A) the occurrence, or failure to occur, of any event of which the Company has actual knowledge and which such occurrence or failure would likely (i) cause any representation of the Company contained in this Agreement to be untrue or inaccurate in any material respect, (ii) cause any covenant of the Company contained in this Agreement not to be satisfied in any material respect, (iii) cause any condition precedent contained in the Plan related to the obligations of the Debtors not to occur or become impossible to satisfy, or (iv) comprise a material impediment to the implementation or consummation of the Restructuring and (B) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that would reasonably be expected to prevent the consummation of a material portion of the Restructuring;

(xvi) negotiate in good faith upon reasonable request of the Required Consenting Lenders any modifications to the Restructuring that improve the tax efficiency of the Restructuring or are otherwise necessary to address any legal, financial, or structural impediment that may prevent the consummation of the Restructuring (in each case to the extent such modifications can be implemented without any material adverse effect on such Company Entity or the Sponsor or its affiliates);

(xvii) maintain each Company Entity’s good standing under the Laws of the state or other jurisdiction in which it is incorporated or organized, except to the extent that any failure to maintain such Company Entity’s good standing arises solely from the filing of the Chapter 11 Cases;

(xviii) amend any of their Organizational Documents in a manner that is materially inconsistent with this Agreement or the Definitive Documents;

(xix) not seek, solicit, support, encourage, propose, consent to, vote for, or enter into any agreement regarding any Non-RSA Restructuring Proposal, subject to Section 7.04;

(xx) not (i) seek discovery in connection with, prepare, or commence an avoidance action or other legal proceeding that challenges (A) the amount, validity, allowance, character, enforceability, or priority of any Company Claims/Interests against or in the Company

of any of the Consenting Stakeholders, or (B) the validity, enforceability, or perfection of any lien or other encumbrance securing any Company Claims/Interests against or in the Company of any of the Consenting Stakeholders, or (ii) support any third party in connection with any of the acts described in clause (i) hereof;

(xxi) pay the Ad Hoc Group Fees and Expenses as and when due;

(xxii) not initiate, or have initiated on its behalf, any litigation or proceeding of any kind against the other Parties in connection with the Restructuring, other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement or any Definitive Document;

(xxiii) not make or change any material tax election, change the tax classification of any Company Entity, file any material amended tax return, enter into any closing agreement with respect to a material tax, surrender any right to claim a tax refund, offset, or other reduction in tax liability, or seek any private letter ruling from the Internal Revenue Service, in each case inconsistent with past practice except to the extent needed to comply with the terms of this Agreement or any Definitive Document, without the written consent of the Required Consenting Lenders; and

(xxiv) use commercially reasonable efforts to mitigate the Company's income tax liabilities for its 2025 tax year in accordance with the tax structuring contemplated by the Restructuring Term Sheet and the Restructuring Steps Plan.

7.04. Additional Provisions Regarding the Company's Commitments.

(a) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Entity or its Governing Body to take or refrain from taking any action to the extent the Governing Body of such Company Entity determines in good faith, after consultation with counsel, that taking or refraining from taking such action, as applicable, would be inconsistent with its or their fiduciary obligations under applicable Law or a violation of applicable Law. This Section 7.04 shall not be deemed to amend, supplement or otherwise modify or constitute a waiver of, any Party's rights to terminate this Agreement pursuant to Section 11 that may arise as a result of any action or inaction pursuant to this Section 7.04.

(b) Notwithstanding anything to the contrary in this Agreement, if during the Agreement Effective Period, any Company Entity receives an unsolicited Non-RSA Restructuring Proposal, each Company Entity and its respective directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (i) consider and respond to any unsolicited Non-RSA Restructuring Proposal received by any Company Entity; (ii) provide access to non-public information concerning any Company Entity to any Entity and enter into any confidentiality agreement with such Entity in connection therewith; and (iii) maintain or continue discussions or negotiations with respect to any unsolicited Non-RSA Restructuring Proposal. If any Company Entity receives a Non-RSA Restructuring Proposal, then such Company Entity shall, within one (1) Business Day of receiving such proposal, provide the Ad Hoc Group Advisors with all documentation received in connection with such Non-RSA Restructuring Proposal (or, if such proposal was not made in writing, a

reasonably detailed summary of such proposal), including the identity of the person or group of persons involved and reasonable updates as to the status and progress of such Non-RSA Restructuring Proposal, and such Company Entity shall use commercially reasonable efforts to respond promptly to reasonable information requests and questions from the Ad Hoc Group Advisors relating to such Non-RSA Restructuring Proposal.

(c) Notwithstanding anything to the contrary herein, nothing in this Agreement shall:

(i) be construed to impair any Company Entity's rights to appear in any matter to be adjudicated in the Chapter 11 Cases, so long as the positions advocated are consistent with this Agreement;

(ii) affect any Company Entity's ability to consult with any Consenting Stakeholder, any holder of Company Claims/Interests, or any other party in interest, to the extent such consultation is consistent with this Agreement;

(iii) impair or waive any Company Entity's rights to assert or raise any objection not prohibited by this Agreement;

(iv) prevent any Company Entity from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; or

(v) prevent any Company Entity from enforcing or exercising any of its rights or remedies under any of the Definitive Documents.

(d) Nothing in this Agreement shall create or impose any new or additional fiduciary obligations on any Company Entity, any of its affiliates, or any of its or their respective members, partners, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, or other representatives, each in their capacity as such, that such Entities did not bear prior to the RSA Effective Date.

Section 8. *Transfer of Company Claims/Interests.*

8.01. Transfer Restrictions. During the Agreement Effective Period, and subject to the exceptions set forth in Section 8.02 and Section 8.03, each Consenting Stakeholder agrees not to Transfer any right, title, or interest in any Company Claims/Interests, unless (a) the Transferee is a Party to this Agreement and such transferee provides notice of such Transfer (including the amount, type of Company Claims/Interests Transferred and the identity of (i) the transferor and (ii) the purchasing Consenting Stakeholder) to counsel to the Company and counsel to the Ad Hoc Group by the close of business one (1) Business Day following such Transfer or (b) if the Transferee is not already a Party to this Agreement, the Transferee agrees in writing to be bound by the terms of this Agreement by executing a Joinder and delivering an executed copy thereof to counsel to the Company and counsel to the Ad Hoc Group by the date of that Transfer; *provided*, that in the case of each of the foregoing, the Transferee is (x) a qualified institutional buyer as defined in rule 144A of the Securities Act, or (y) an institutional accredited investor (as defined in rules 501(a)(1), (2), (3) and (7) of the Securities Act). Any Transfer in violation of this Section 8

shall be void *ab initio* and the Company and each Consenting Stakeholder shall have the right to enforce the voiding of such Transfer.

8.02. General Exception. Notwithstanding anything in this Agreement to the contrary, this Section 8 shall not apply to the grant of any lien or similar encumbrance on any right, title, or interest in a Company Claims/Interests in favor of a bank or broker-dealer holding custody of any such right, title, or interest in the Company Claims/Interests in the ordinary course of business if such lien or similar encumbrance is released upon the Transfer of any such right, title, or interest.

8.03. Qualified Marketmaker Exceptions.

(a) A Consenting Stakeholder may Transfer any right, title, or interest in its Company Claims/Interests to an entity that is acting in its capacity as a Qualified Marketmaker without the requirement that the Qualified Marketmaker execute a Joinder or be a Party to this Agreement, on the condition that (i) such Consenting Stakeholder provides prompt notice of any such Transfer no later than the date of such Transfer to counsel to the Company and counsel to the Ad Hoc Group in accordance with Section 14.09, (ii) such Transferred right, title or interest in Company Claims/Interests are subsequently transferred within ten (10) Business Days by such Qualified Marketmaker to a Transferee that (A) is a Party to this Agreement at the time of such Transfer or (B) becomes a Party to this Agreement on or before the date of such Transfer by executing a Joinder; *provided*, that in the case of each of the foregoing, the Transferee is (x) a qualified institutional buyer as defined in rule 144A of the Securities Act or (y) an institutional accredited investor (as defined in rules 501(a)(1), (2), (3) and (7) of the Securities Act), (iii) such subsequent Transferee is unaffiliated with such Qualified Marketmaker, and (iv) the Transfer documentation between the transferor Consenting Stakeholder and such Qualified Marketmaker contains a requirement that such Qualified Marketmaker comply with (I) the foregoing clauses (i), (ii), and (iii) and (II) the following Section 8.03(b)(ii).

(b) At the time of a Transfer by any Consenting Stakeholder of any Company Claims/Interests to a Qualified Marketmaker:

(i) if such Company Claims/Interests may be voted in favor of the Plan, the Party transferring its Company Claims/Interests must first vote such Company Claims/Interests in accordance with this Agreement; and

(ii) to the extent that a Qualified Marketmaker that is not a Party to this Agreement is eligible and entitled to vote under the Plan on account of the Company Claims/Interests acquired and no such votes have been submitted on account of such Company Claims/Interests in accordance with this Agreement, then such Qualified Marketmaker shall, before the expiration of the Plan voting deadline established by the Bankruptcy Court, vote such Company Claims/Interests in favor of the Plan.

(c) Notwithstanding Section 8.01, to the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer any right, title or interest in any Company Claims/Interests that it acquires from a holder of such Company Claims/Interests that is not a Consenting Stakeholder without the requirement that the Transferee execute a Joinder or be a Party hereto.

8.04. Effect of Delivery of Joinder. By executing and delivering a Joinder, a Transferee:

(a) becomes and shall be treated for all purposes under this Agreement as a Party to this Agreement with respect to all Company Claims/Interests that the Transferee holds and subsequently acquires;

(b) agrees to be bound by all of the terms of this Agreement (as such terms may be amended from time to time in accordance with the terms hereof); and

(c) is deemed, without further action, to make to the other Parties hereto the representations and warranties that the Parties to this Agreement make in Section 9 of this Agreement, in each case as of the date of the execution of the Joinder.

8.05. Effect of Transfer. A Party to this Agreement that Transfers any right, title, or interest in any Company Claims/Interests in accordance with the terms of this Section 8 shall be deemed to relinquish its rights and be released from its obligations under this Agreement solely to the extent of such Transferred Company Claims/Interests; *provided, however*, that in no event shall such Transfer relieve any Party from liability for its breach or non-performance of its obligations under this Agreement prior to such Transfer.

8.06. Additional Claims. This Agreement shall not limit, restrict, or otherwise affect in any way a Party's right, authority, or power to acquire any additional Company Claims/Interests, and such acquired Company Claims/Interests shall automatically and immediately upon acquisition by a Party be deemed to be subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company), except as set forth in Section 8.03. During the Agreement Effective Period, to the extent any Party to this Agreement acquires additional Company Claims/Interests, such Party shall promptly provide notice of such acquisition (including the amount and type of Company Claims/Interests acquired) and deliver a current list of its Company Claims/Interests to counsel for the Company and counsel to the Ad Hoc Group within five (5) Business Days after such acquisition.

8.07. No Obligation. Nothing in this Agreement imposes any obligation on any Company Entity to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Lender to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary in this Agreement, if a Company Entity and another Party have entered into a confidentiality agreement, the terms of such confidentiality agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations of the Company otherwise arising under such confidentiality agreements.

Section 9. *Representations and Warranties of Consenting Stakeholders.* Each Consenting Stakeholder, severally, and not jointly, represents and warrants that, as of the RSA Effective Date (or, in the case of a Consenting Stakeholder that becomes a party hereto after the RSA Effective Date, as of the date such Consenting Stakeholder becomes a Party to this Agreement by executing and delivering a Joinder):

(a) it is the beneficial owner of the principal face amount or percentage of shares or units, as applicable, of the Company Claims/Interests, or is the nominee, investment manager, or advisor or sub-advisor for beneficial holders of the Company Claims/Interests, as reflected in such Consenting Stakeholder's signature page to this Agreement (or below its name on the signature page of a Joinder for any Consenting Stakeholder that becomes a party hereto after the RSA Effective Date);

(b) it has the full power and authority to act on behalf of, vote, and consent to matters concerning such Company Claims/Interests as contemplated by this Agreement; and

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, Claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on Transfer or encumbrances of any kind that would materially and adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) as of the RSA Effective Date, it has no actual knowledge of any event that, due to any fiduciary or similar duty to any other person or entity, would prevent it from taking any action required of it under this Agreement; and

(e) (i) (x) it is a qualified institutional buyer as defined in rule 144A of the Securities Act, or (y) it is an institutional accredited investor (as defined in rules 501(a)(1), (2), (3) and (7) of the Securities Act) and (ii) any securities contemplated to be acquired by it in connection with the Restructuring will have been acquired for investment and not with a view to distribute or resell in violation of the Securities Act or any other applicable securities laws.

Section 10. *Mutual Representations, Warranties, and Covenants.* Each of the Parties represents, warrants, and covenants to each other Party, severally, and not jointly, as of the RSA Effective Date (or, in the case of a Consenting Stakeholder that becomes a Party hereto after the RSA Effective Date, as of the date such Consenting Stakeholder becomes a Party to this Agreement by executing and delivering a Joinder):

10.01. Enforceability. It is validly existing and in good standing under the Laws of the jurisdiction of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

10.02. No Consent or Approval. Except as expressly provided in this Agreement, the Plan, or the Bankruptcy Code, if applicable, no consent or approval is required by any other person or Entity in order for it to effectuate the Restructuring contemplated by, and perform its obligations under, this Agreement.

10.03. Power and Authority. Except as expressly provided in this Agreement, it has all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring contemplated by, and perform its obligations under, this Agreement.

10.04. No Conflicts. The execution, delivery, and performance of this Agreement does not and shall not: (a) violate any provision of Law, rules, or regulations applicable to it or any of its subsidiaries in any material respect; (b) violate its certificate of incorporation, bylaws, or other organizational documents or those of any of its subsidiaries; or (c) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contractual obligation to which it is a party, which conflict, breach, or default would have a material adverse effect on the Restructuring.

10.05. Other Agreements. It is not a party to any other restructuring or similar agreement with other Parties to this Agreement relating to the Company that has not been disclosed to all Parties to this Agreement.

Section 11. *Termination Events.*

11.01. Consenting 1L/2L Term Loan Lender Termination Events. This Agreement may be terminated, as to all Parties, by the Required Consenting First Lien Term Loan Lenders or, solely as to Consenting Second Lien Term Loan Lenders, by the Required Consenting Second Lien Term Loan Lenders, in each case upon written notice to counsel to the Company, delivered in accordance with Section 14.09 hereof, upon the occurrence of any of the following events (unless waived or modified by the Required Consenting Lenders in their sole discretion):

(a) a material breach by the Company or the Sponsor of any of its representations, warranties, covenants, undertakings, commitments, or other obligations under this Agreement, to the extent that such breach remains uncured (to the extent curable) for ten (10) Business Days after the Required Consenting Lenders have delivered written notice (detailing such breach) to the Company;

(b) the Company files, consummates, enters into a definitive agreement with respect to, or, subject to Section 7.04, otherwise supports, a Non-RSA Restructuring Proposal or provides a Fiduciary Out Notice to counsel to the Ad Hoc Group;

(c) the Company files or supports another party in filing a motion or pleading (i) challenging the amount, validity, or priority of any Claims held by any Consenting 1L/2L Term Loan Lender or (ii) asserting (or seeking standing to assert) any purported Claims against any of the Consenting 1L/2L Term Loan Lenders;

(d) the filing by any Company Entity of any Definitive Document, motion, or pleading with the Bankruptcy Court that is materially inconsistent with this Agreement, and such filing is not withdrawn (or, in the case of a motion that has already been approved by an order of the Bankruptcy Court at the time the Company is provided with such notice, such order is not stayed, reversed, or vacated) within five (5) Business Days following written notice thereof to the Company by the Required Consenting Lenders, or the public announcement of any Company of its intention to take any such action;

(e) other than the Chapter 11 Cases, if any Company Entity (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, receivership, reorganization, or other relief under any federal, state,

or foreign bankruptcy, insolvency, administrative receivership, or similar Law now or hereafter in effect, except as contemplated by this Agreement, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the preceding subsection (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator, or similar official with respect to any Company Entity or for a substantial part of such Company Entity's assets, (iv) makes a general assignment or arrangement for the benefit of creditors, or (v) takes any corporate action for the purpose of authorizing any of the foregoing;

(f) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for ten (10) Business Days after entry of such order;

(g) the Confirmation Order is reversed or vacated and such reversal or vacatur remains in effect for ten (10) Business Days after entry of such reversal or vacatur;

(h) the issuance by any Governmental Authority or the Bankruptcy Court of any injunction, judgment, decree, charge, ruling, or order that, in each case, would reasonably be expected to prevent the consummation of a material portion of the Restructuring; *provided*, that the Company shall have fifteen (15) Business Days after issuance of such injunction, judgment, decree, charge, ruling, or order to obtain relief that would allow consummation of the Restructuring before any Required Consenting Lender shall have the right to terminate this agreement in any respect;

(i) entry of any order by the Bankruptcy Court, or the filing of a motion or application by any Company Entity seeking an order (without the prior written consent of the Required Consenting Lenders), (i) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, (ii) dismissing any Chapter 11 Case, (iii) rejecting this Agreement, or (iv) appointing a trustee or an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code in any Chapter 11 Case;

(j) other than as contemplated by this Agreement or in connection with the commencement of the Chapter 11 Cases, the occurrence of an "Event of Default" under the First Lien Credit Agreement or Second Lien Credit Agreement that has not been waived or timely cured in accordance therewith or that is not subject to the First Lien Forbearance Agreement or Second Lien Forbearance Agreement;

(k) (i) the Debtors' ability to use cash collateral pursuant to any Cash Collateral Order is terminated, (ii) entry of a Cash Collateral Order that is not reasonably acceptable to the Required Consenting Lenders or (iii) any Cash Collateral Order is reversed, stayed, dismissed, vacated, reconsidered, modified or amended in a manner that is not approved by the Required Consenting Lenders or the filing of a motion or application by any Company Entity seeking an order (without the prior written consent of the Required Consenting Lenders), vacating or modifying a Cash Collateral Order in a way that causes such orders not to satisfy the Definitive Document requirements set forth in Section 5;

(l) any of the Company Entities consummates or enters into a definitive agreement evidencing any merger, consolidation, disposition of material assets, acquisition of material assets,

or similar transaction, pays any dividends, or incurs any indebtedness for borrowed money, in each case other than (i) the Restructuring; (ii) transactions in the ordinary course of business; or (iii) with the prior consent of the Required Consenting Lenders;

(m) any of the Company Entities (i) files any motion seeking to avoid, disallow, subordinate, or recharacterize any Company Claims/Interests available under the First Lien Credit Agreement or the Second Lien Credit Agreement, or any lien or interest held by any Consenting Lender arising under or relating to the First Lien Credit Agreement or the Second Lien Credit Agreement, or (ii) supports any application, adversary proceeding, or Cause of Action referred to in the immediately preceding clause (i) filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, or Cause of Action;

(n) the failure to meet a Milestone;

(o) any of the Company Entities enters into a material lease, any key employee incentive plan or key employee retention plan, any new or amended agreement regarding executive compensation, or other compensation arrangement, in each case other than (i) with the prior written consent of the Required Consenting Lenders or (ii) in the ordinary course of business;

(p) the termination of this Agreement by the Sponsor in accordance with Section 11.06; or

(q) failure by the Company Entities to pay the Ad Hoc Group Fees and Expenses as and when required.

11.02. [Reserved.]

11.03. [Reserved.]

11.04. Consenting Third Lien Term Loan Lender Termination Events. This Agreement may be terminated, with respect to the Consenting Third Lien Term Loan Lenders, by the Required Consenting Third Lien Term Loan Lenders, upon written notice to counsel to the Consenting Stakeholders, delivered in accordance with Section 14.09 hereof, upon the occurrence of any of the following events (unless waived or modified by the Required Consenting Third Lien Term Loan Lenders in their sole discretion):

(a) a material breach by the Company or the Sponsor of any of its material representations, warranties, covenants, or other obligations under this Agreement, to the extent that such breach (i) would have, or could reasonably be expected to have, a material adverse effect on any right (economic or otherwise), obligation, or term in favor of or relating to the Consenting Third Lien Term Loan Lenders pursuant to or identified in this Agreement and (ii) remains uncured (to the extent curable) for twenty (20) Business Days after the terminating Consenting Third Lien Term Loan Lenders have delivered written notice (detailing such breach) to the breaching Party and the Company.

11.05. Company Termination Events. This Agreement may be terminated by the Company as to all Parties, upon written notice to the Consenting Stakeholders, delivered in

accordance with Section 14.09 hereof, upon the occurrence and continuation of any of the following events (unless waived by the Company in its sole discretion):

(a) a material breach by (i) the Sponsor of any of its representations, warranties, covenants, undertakings, commitments, or other obligations under this Agreement, (ii) one or more of the Consenting First Lien Term Loan Lenders of any of its or their representations, warranties, covenants, undertakings, commitments, or other obligations under this Agreement that would result in the non-breaching Consenting First Lien Term Loan Lenders holding less than 66-2/3% of the outstanding principal amount of the First Lien Term Loans, or (iii) one or more of the Consenting Second Lien Term Loan Lenders of any of its or their representations, warranties, covenants, undertakings, commitments, or other obligations under this Agreement that would result in the non-breaching Consenting Second Lien Term Loan Lenders owning or controlling less than 66-2/3% of the outstanding principal amount of the Second Lien Term Loans to the extent that such breach remains uncured (to the extent curable) for a period of fifteen (15) Business Days after the terminating Company has delivered written notice (detailing such breach) to counsel to the Ad Hoc Group in accordance with Section 14.09;

(b) one or more Consenting Lenders files or supports another party in filing a motion or pleading asserting (or seeking standing to assert) any purported Causes of Action against the Company or any of its Related Parties (other than a proof of claim); *provided*, that, counting only those Consenting Lenders that have not filed or supported such filing, the Consenting First Lien Term Loan Lenders hold less than 66-2/3% of the outstanding principal amount of the First Lien Term Loans, the Consenting Second Lien Term Loan Lenders hold less than 66-2/3% of the outstanding principal amount of the Second Lien Term Loans, or the Consenting Third Lien Term Loan Lenders hold less than 66-2/3% of the outstanding principal amount of the Third Lien Term Loans;

(c) the Governing Body of any Company Entity determines in good faith, after consulting with counsel, that proceeding with any aspect of the Restructuring would be inconsistent with the exercise of its fiduciary obligations or applicable Law; *provided*, that the Company shall immediately give written notice following such determination (with email being sufficient) (a “Fiduciary Out Notice”) to counsel to the Ad Hoc Group following a determination made in accordance with this Section 11.05(c);

(d) the Bankruptcy Court denies confirmation of the Plan and such order remains in effect for 20 Business Days after entry of such order;

(e) the Confirmation Order is reversed or vacated and such reversal or vacatur remains in effect for 20 Business Days after entry of such reversal or vacatur;

(f) the issuance by any Governmental Authority or the Bankruptcy Court of any injunction, judgment, decree, charge, ruling, or order that, in each case, (i) would reasonably be expected to prevent the consummation of a material portion of the Restructuring and (ii) remains in effect for fifteen (15) calendar days after the Company transmits a written notice in accordance with Section 14.09 hereof detailing any such issuance; *provided*, that this termination right shall not apply to or be exercised by the Company to the extent that the Company sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement;

(g) entry of any order by the Bankruptcy Court (i) converting all of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (ii) dismissing all of the Chapter 11 Cases, or (iii) appointing a trustee or an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code in any Chapter 11 Case, in each case, which has not been reversed, stayed, or vacated within ten (10) Business Days of the issuance of such order; or

(h) the termination of this Agreement in accordance with its terms by the Required Consenting First Lien Term Loan Lenders, Required Consenting Second Lien Term Loan Lenders, or the Sponsor.

11.06. Sponsor Termination Events. This Agreement may be terminated by the Sponsor, as to itself, upon written notice to the Company and the other Consenting Stakeholders, delivered in accordance with Section 14.09 hereof, upon the occurrence and continuation of any of the following events:

(a) a material breach by (i) the Company of any of its representations, warranties, covenants, undertakings, commitments, or other obligations under this Agreement, (ii) one or more of the Consenting First Lien Term Loan Lenders of any of its or their representations, warranties, covenants, undertakings, commitments, or other obligations under this Agreement that would result in the non-breaching Consenting First Lien Term Loan Lenders holding less than 66-2/3% of the outstanding principal amount of the First Lien Term Loans or (iii) one or more of the Consenting Second Lien Term Loan Lenders of any of its or their representations, warranties, covenants, undertakings, commitments, or other obligations under this Agreement that would result in the non-breaching Consenting Second Lien Term Loan Lenders owning or controlling less than 66-2/3% of the outstanding principal amount of the Second Lien Term Loans to the extent that such breach remains uncured (to the extent curable) for a period of twenty (20) Business Days after the terminating Sponsor has delivered written notice (detailing such breach) to counsel to the Company and the Ad Hoc Group in accordance with Section 14.09;

(b) the Company files, consummates, enters into a definitive agreement with respect to, a Non-RSA Restructuring Proposal or provides a Fiduciary Out Notice to counsel to the Ad Hoc Group;

(c) the Company or any Consenting Stakeholder (excluding the Sponsor) files or supports another party in filing a motion or pleading (i) challenging the amount, validity, or priority of any Company Claims/Interests held by the Sponsor or (ii) asserting (or seeking standing to assert) any purported Claims against the Sponsor, which event remains uncured for ten (10) Business Days after the Company has received written notice from the terminating Sponsor;

(d) the Bankruptcy Court denies confirmation of the Plan and such order remains in effect for 20 Business Days after entry of such order;

(e) the Confirmation Order is reversed or vacated and such reversal or vacatur remains in effect for 20 Business Days after entry of such order;

(f) the issuance by any Governmental Authority or the Bankruptcy Court of any injunction, judgment, decree, charge, ruling, or order that, in each case, (i) would reasonably be

expected to prevent the consummation of a material portion of the Restructuring and (ii) remains in effect for fifteen (15) calendar days after the Company transmits a written notice in accordance with Section 14.09 hereof detailing any such issuance; *provided*, that this termination right shall not apply to or be exercised by the Sponsor to the extent that the Sponsor sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(g) entry of any order by the Bankruptcy Court (i) converting all of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (ii) dismissing all of the Chapter 11 Cases, or (iii) appointing a trustee or an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code in any Chapter 11 Case, in each case, which has not been reversed, stayed, or vacated within ten (10) Business Days of the issuance of such order.

11.07. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual agreement among each of the Company, the Required Consenting Lenders, and the Sponsor.

11.08. Automatic Termination. This Agreement shall terminate automatically, without any further required action or notice, upon the earlier to occur of (i) the Transaction Effective Date and (ii) the Outside Date.

11.09. No Material Non-Compliance; Effect of Termination.

(a) No Party may terminate this Agreement if such Party failed to perform or comply in all material respects with the terms and conditions of this Agreement, with such failure to perform or comply causing, or resulting in, the occurrence of the termination event on which such termination is based. After the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement, shall have no further rights, benefits, or privileges hereunder, shall have all rights and remedies that it would have had, had it not entered into this Agreement, and no such rights or remedies shall be deemed waived pursuant to a claim of laches or estoppel, and shall be entitled to take all actions, whether with respect to the transactions contemplated by this Agreement or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action; *provided, however*, that, notwithstanding anything to the contrary in this or any other document or agreement, in no event shall such termination relieve any Party from (i) liability for its breach or non-performance of its obligations under this Agreement prior to the Termination Date as to such Party or (ii) obligations under this Agreement as set forth in Section 12 or which by their terms survive termination of this Agreement. Upon the occurrence of a Termination Date, (x) any and all consents or ballots tendered by the Consenting Lenders or the Sponsor subject to such termination before such Termination Date shall be automatically deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Plan, the Restructuring, and this Agreement or otherwise; and (y) such ballots may be changed or resubmitted regardless of whether the applicable voting deadline has passed (without the need to seek a court order or consent from the Debtors allowing such change or resubmission). Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of the Company or the ability

of the Company to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder or (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Entity or any Consenting Stakeholder.

Section 12. *Survival.* Notwithstanding (a) any Transfer of any Company Claims/Interests or (b) the termination of this Agreement pursuant to Section 11, the agreements and obligations of the Parties in Sections 11.09, 13, and 14, and 16, any defined terms needed for the interpretation of such Sections, and any other agreements among the Parties, shall survive such Transfer and/or termination, and shall continue in full force and effect in accordance with their terms.

Section 13. *Amendments.*

13.01. This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 13. Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 13 shall be ineffective and void *ab initio*.

13.02. This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, with the written consent of (a) the Company, (b) the Required Consenting Lenders, (c) the Sponsor only to the extent such modification, amendment or waiver would have a materially disproportionate and materially adverse effect on the Sponsor, and (d) any Consenting Lender on which such modification, amendment, supplement, or waiver would have a materially disproportionate and materially adverse effect; *provided*, that, any modification, amendment, supplement, or waiver of this Section 13 shall require the written consent of all Parties.

13.03. Notwithstanding anything in this Agreement to the contrary, following the execution of any Definitive Document, any amendments, supplements, or modifications to such Definitive Document shall be in accordance with the terms of such Definitive Document and no longer be subject to the consent or approval rights set forth herein.

13.04. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as (a) a further or continuing waiver of such breach, (b) a waiver of any other or subsequent breach, or (c) a waiver of any provision of this Agreement by another Party. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy.

Section 14. *Miscellaneous.*

14.01. Acknowledgement. Notwithstanding any other provision of this Agreement, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of

the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

14.02. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to use their commercially reasonable efforts to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring, as applicable.

14.03. Complete Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral, or written, among the Parties with respect thereto, other than any confidentiality agreements. The Parties acknowledge and agree that they are not relying on any representations or warranties with respect to the subject matter of this Agreement other than as set forth in this Agreement.

14.04. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. Each Party agrees that it shall bring any action or proceeding in respect of any Claim arising out of or related to this Agreement in the Chosen Courts, and solely in connection with Claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts; (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts; and (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party or constitutional authority to finally adjudicate the matter.

14.05. Trial by Jury Waiver. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.06. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

14.07. Rules of Construction. This Agreement is the product of negotiations among the Company and the Consenting Lenders and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company and the

Consenting Lenders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

14.08. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third-party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or Entity, in each case, except as permitted pursuant to Section 8 of this Agreement.

14.09. Notices. All notices hereunder shall be deemed given if in writing and may be delivered by electronic mail, courier, or registered or certified mail (return receipt requested) and must also be delivered by electronic mail, to the following addresses:

(a) if to the Company, to:

LifeScan
20 Valley Stream Parkway
Malvern, Pennsylvania 19355
Attention: Valerie Asbury (VAsbury@lifescan.com)
James Rushing (JRushing@lifescan.com)
Gary Broadbent (GBroadbent@lifescan.com)

with copies (which shall not constitute notice) to:

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Dennis F. Dunne (ddunne@milbank.com)
Samuel A. Khalil (skhalil@milbank.com)
Jaimie Fedell (jfedell@milbank.com)
Daniel Porat (dporat@milbank.com)

(b) if to a Consenting First Lien Term Loan Lender or a Consenting Second Lien Term Loan Lender, to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Damian Schaible (damian.schaible@davispolk.com)
Michael Pera (michael.pera@davispolk.com)

(c) if to a Consenting Third Lien Lender (if any), to the contact reflected on its signature page.

(d) if to the Sponsor, to:

Platinum Equity Advisors, LLC

360 North Crescent Drive, South Building
Beverly Hills, California 90210
Attention: Legal Department
Fax: (310) 712-1863

with copies (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Christopher Greer (cgreer@willkie.com)
Joshua Deason (jdeason@willkie.com)
Laura Acker (lacker@willkie.com)
James Burbage (jburbage@willkie.com)

or such other address as may have been furnished by a Party to each of the other Parties by written notice given in accordance with the requirements set forth above. Any notice given by mail (electronic or otherwise) or courier shall be effective when received.

14.10. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

14.11. Independent Due Diligence and Decision Making. Each Party hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company. Each Party hereby confirms that it has not relied upon the investigation of any Company advisor or representative, and acknowledges and agrees that such advisors and representatives are not verifying the Company's information and are not making any representation or warranty with respect to any information provided by or on behalf of the Company.

14.12. Reservation of Rights; No Waiver. If the Restructuring is not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including its Claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in any bankruptcy case filed by the Company, so long as such participation and the positions advocated in connection therewith are consistent with this Agreement. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence, and any other applicable Law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms, pursue the consummation of the

Restructuring, or the payment of damages to which a Party may be entitled under this Agreement. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any Claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the Claims or defenses which it has asserted or could assert.

14.13. Enforceability of Agreement. If the Chapter 11 Cases are commenced, each of the Parties, to the fullest extent permitted by Law, waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions under section 362 of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

14.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other Chosen Court requiring any Party to comply promptly with any of its obligations hereunder.

14.15. Relationship Among Parties. Notwithstanding anything herein to the contrary, (a) the duties and obligations of the Parties under this Agreement shall be several, not joint; (b) no Party shall have any responsibility by virtue of this Agreement for any trading by any other entity; (c) no prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement; (d) the Parties hereto acknowledge that this Agreement does not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company and the Parties do not constitute a “group” within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended; and (e) none of the Consenting Stakeholders shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities in any kind or form to each other, the Company Entities or any of the Company’s other creditors or stakeholders, including as a result of this Agreement or the transactions contemplated hereby.

14.16. Several, Not Joint, Claims. The agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

14.17. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

14.18. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

14.19. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this Agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

14.20. E-mail Consents/Waivers. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, including a written approval by the Company or any Consenting Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including by email) between each such counsel without representations or warranties of any kind on behalf of such counsel.

Section 15. *Publicity.* The Company shall submit drafts to the Ad Hoc Group and Ad Hoc Group Advisors of any press releases and public documents that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least two (2) Business Days prior to making any such disclosure, and shall afford the Ad Hoc Group and the Ad Hoc Group Advisors a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith. Except as required by Law or otherwise permitted under the terms of any other agreement between the Company and any Consenting Stakeholder, no Party or its advisors shall (x) use the name of any Consenting Stakeholder in any public manner (including in any press release) with respect to this Agreement, the Restructuring or any of the Definitive Documents or (y) disclose to any Person (including, for the avoidance of doubt, any other Party), other than advisors to the Company and the Ad Hoc Group Advisors, the principal amount or percentage of any Company Claims/Interests held by any individual Consenting Stakeholder, in each case, without such Consenting Stakeholder's prior written consent (it being understood and agreed that each Consenting Stakeholder's signature page to this Agreement shall be redacted to remove the name of such Consenting Stakeholder and the amount and/or percentage of Company Claims/Interests held by such Consenting Stakeholder); *provided, however*, that (i) if such disclosure is required by Law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Consenting Stakeholder a reasonable opportunity to review and comment in advance of such disclosure and shall take all reasonable measures to limit such disclosure, and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount for each instrument or tranche of Company Claims/Interests held by all the Consenting Stakeholders. Notwithstanding the provisions in this Section 15, any Party may disclose (x) the identities of the other Parties in any action to enforce this Agreement or in any action for damages as a result of any breaches hereof and (y) to the extent expressly consented to in writing by a Consenting Stakeholder, such Consenting Stakeholder's identity and individual holdings.

Section 16. *No Recourse.* This Agreement may only be enforced against the named Parties hereto (and then only to the extent of the specific obligations undertaken by such Parties in this Agreement). All Claims (whether in contract, tort, equity, or any other theory) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement, may be made only against the Entities that are expressly identified as Parties hereto (and then only to the extent of the specific obligations undertaken by such Parties herein). No past,

present, or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling person, agent, attorney, or other representative of any Party (including any person negotiating or executing this Agreement on behalf of a Party), nor any past, present, or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling person, agent, attorney, or other representative of any of the foregoing (other than any of the foregoing that is a Party hereto), shall have any liability with respect to this Agreement or with respect to any proceeding (whether in contract, tort, equity, or any other theory that seeks to “pierce the corporate veil” or impose liability of an Entity against its owners or affiliates or otherwise) that may arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement.

Section 17. *Equitization Election.* Each Consenting First Lien Term Lender shall have the option to make the Equitization Election in accordance with the applicable Definitive Documents and may express its intention to make the Equitization Election by indicating as such on its signature page to this Agreement. Each Consenting First Lien Term Lender that expresses its intention to make the Equitization Election pursuant to this Agreement shall make the Equitization Election in accordance with the applicable Definitive Documents.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

[Remainder of page intentionally left blank.]

EXHIBIT A

Restructuring Term Sheet

DUV HOLDING CORPORATION, ET AL.

RESTRUCTURING TERM SHEET

This restructuring term sheet (this “Term Sheet”) sets forth the material terms of a proposed financial restructuring of the existing indebtedness of DUV Holding Corporation (“Parent”) and certain of its direct and indirect subsidiaries listed on Exhibit B to the RSA (as defined below) (collectively, the “Company”), which will be consummated through (i) a prearranged chapter 11 plan of reorganization (the “Equitization Restructuring”) or (ii) a sale of all or substantially all the Company’s assets pursuant to section 363 of the Bankruptcy Code (a “Sale Transaction”) to either (x) BidCo (as defined below) (the “Credit Bid Sale”) or (y) one or more purchasers other than BidCo (the “Third Party Sale” and together with the Credit Bid Sale, the “Asset Sale Restructuring”, and together with the Equitization Restructuring, the “Restructuring”). Following the consummation of an Asset Sale Restructuring, the Company may pursue a chapter 11 plan or other process for the purposes of orderly winding down the Estates. This is the Term Sheet referred to in, and appended to, the Amended and Restated Restructuring Support Agreement, dated as of July 15, 2025, by and among the Company and the other Parties signatory thereto (as amended, supplemented, or otherwise modified from time to time, the “RSA”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in Annex 1 to this Term Sheet or the RSA, as applicable.

THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES AS TO ANY CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL ONLY BE MADE IN COMPLIANCE WITH APPLICABLE LAW. NOTHING CONTAINED IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE RSA EFFECTIVE DATE, DEEMED BINDING ON ANY OF THE PARTIES. THIS TERM SHEET IS BEING PROVIDED AS PART OF A COMPREHENSIVE COMPROMISE AND SETTLEMENT, EACH ELEMENT OF WHICH IS CONSIDERATION FOR THE OTHER ELEMENTS AND AN INTEGRAL ASPECT OF THE RESTRUCTURING. THIS TERM SHEET AND THE INFORMATION CONTAINED HEREIN IS STRICTLY CONFIDENTIAL AND MAY NOT BE SHARED WITH ANY ENTITY, EXCEPT AS SET FORTH IN ANY CONFIDENTIALITY AGREEMENT BETWEEN THE COMPANY AND THE CONSENTING STAKEHOLDERS OR THEIR RESPECTIVE PROFESSIONAL ADVISORS.

THIS TERM SHEET DOES NOT INCLUDE A DESCRIPTION OF ALL THE TERMS, CONDITIONS, AND OTHER PROVISIONS THAT ARE TO BE CONTAINED IN THE DEFINITIVE DOCUMENTS GOVERNING THE RESTRUCTURING, WHICH REMAIN SUBJECT TO NEGOTIATION AND COMPLETION IN ACCORDANCE WITH THE RSA AND APPLICABLE BANKRUPTCY LAW. THE DOCUMENTS EXECUTED TO EFFECTUATE THE RESTRUCTURING WILL NOT CONTAIN ANY MATERIAL TERMS OR CONDITIONS THAT ARE INCONSISTENT IN ANY MATERIAL RESPECT WITH THIS RESTRUCTURING TERM SHEET OR THE RESTRUCTURING SUPPORT AGREEMENT.

Overview	
Company Entities	The Company Entities.

to Restructure	
Form of Restructuring	The Restructuring shall be effectuated through (i) the Equitization Restructuring, in the event the Consent Condition is satisfied on the Pivot Date and there is not an Acceptable Third Party Sale, (ii) the Credit Bid Sale, in the event that on the Pivot Date the Consent Condition is not satisfied and there is not an Acceptable Third Party Sale or (iii) the Third Party Sale, in the event there is an Acceptable Third Party Sale. In connection with the Asset Sale Restructuring, the Required Consenting Lenders will direct the Agents in respect of the First Lien Term Loans and the Second Lien Term Loans (the “<u>1L/2L Agents</u>”) to form one or more entities (the “<u>BidCo</u>”) for purposes of consummating the Sale Transaction. The Required Consenting Lenders will further direct the 1L/2L Agents to cause BidCo to serve as the stalking horse purchaser for the Sale Transaction and as set forth in a stalking horse asset purchase agreement to be agreed among the Company and the Required Consenting Lenders (the “<u>Stalking Horse APA</u>”). BidCo shall make a stalking horse bid (the “<u>Stalking Horse Bid</u>”) that will provide for, among other things, (a) a “credit bid” of First Lien Term Loans and Second Lien Term Loans, (b) a Wind-Down Budget and (c) the assumption of certain liabilities to be set forth in the Stalking Horse APA (including, to the extent set forth in the Stalking Horse APA, liabilities under assumed contracts and other ordinary course trade payables and operating expenses, including taxes). The Stalking Horse Bid shall be subject to higher or otherwise better bids for the Company’s assets through a bidding process approved by the Bankruptcy Court. After closing of the Sale Transaction, the Company may pursue confirmation of a wind-down plan or other process providing for the orderly wind down of the Estates.
Restructured Claims and Interests	“<u>Revolving Loan Claims</u>”: The Claims on account of the Revolving Loans and any other Claims under the First Lien Credit Agreement that are related to the Revolving Loans. “<u>First Lien Term Loan Claims</u>”: The Claims on account of the First Lien Term Loans and any other Claims under the First Lien Credit Agreement that are related to the First Lien Term Loans. “<u>Second Lien Term Loan Claims</u>”: The Claims on account of the Second Lien Term Loans and any other Claims under the Second Lien Credit Agreement. “<u>Second Lien Secured Claims</u>”: The Second Term Loan Claims that constitute Secured Claims. For the avoidance of doubt, at least some portion of the Second Lien Term Loan Claims shall constitute Second Lien Secured Claims. “<u>Second Lien Deficiency Claims</u>”: The Second Lien Term Loan Claims that are not Second Lien Secured Claims. “<u>Third Lien Term Loan Claims</u>”: The Claims on account of the Third Lien Term Loans and any other Claims under the Third Lien Credit Agreement. “<u>Deficiency Claims</u>”: The Second Lien Deficiency Claims and all Third Lien Term Loan Claims. “<u>General Unsecured Claims</u>”: Any Claims that are not Revolving Loan Claims, First Lien Term Loan Claims, Second Lien Secured Claims, or Claims that are secured,

	subordinated, post-petition in nature, or entitled to priority under the Bankruptcy Code (which, for the avoidance of doubt, shall include any Claims arising under or related to the Specified Agreements and the Deficiency Claims). “<u>Intercompany Claims and Interests</u>”: All Claims or Interests held by a Company Entity against or in another Company Entity. “<u>Existing Equity Interests</u>”: All issued and outstanding Interests in the Parent.
Treatment of Certain Claims and Interests	
<i>Equitization Restructuring</i>	
Administrative Expense Claims and Priority Tax Claims	Except to the extent that such holder agrees to a less favorable treatment, each holder of an Allowed Administrative Expense Claim or an Allowed Priority Tax Claim will receive, in full and final satisfaction of its Claim, (i) Cash in an amount equal to such Allowed Claim on the Equitization Restructuring Effective Date or as soon as reasonably practicable thereafter or (ii) other treatment consistent with section 1129(a)(9) of the Bankruptcy Code. Unimpaired – Presumed to Accept.
Other Secured Claims	Except to the extent that such holder agrees to a less favorable treatment, each holder of an Allowed Other Secured Claim (to the extent any exist) will receive, in full and final satisfaction of its Other Secured Claim, at the option of the Company or the Reorganized Company, (i) Cash in an amount equal to such Allowed Claim on the later of (a) the Equitization Restructuring Effective Date or as soon as reasonably practicable thereafter and (b) the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, (ii) reinstatement of its Allowed Other Secured Claim, or (iii) such other treatment so as to render such Allowed Other Secured Claim Unimpaired. Unimpaired – Presumed to Accept.
Other Priority Claims	Except to the extent that such holder agrees to a less favorable treatment with the Company, each holder of an Allowed Other Priority Claim will receive, in full and final satisfaction of its Other Priority Claim, at the option of the Company or the Reorganized Company, (i) Cash in an amount equal to such Allowed Claim or (ii) other treatment consistent with section 1129(a)(9) of the Bankruptcy Code, in each case, payable on the later of (a) the Equitization Restructuring Effective Date or as soon as reasonably practicable thereafter and (b) the date that is ten (10) Business Days after the date on which such Other Priority Claim becomes an Allowed Other Priority Claim Unimpaired – Presumed to Accept.
Revolving Loan Claims	Prior to the Petition Date, the Company shall pay all Revolving Loan Claims in full in cash. Revolving Loan Claims will not be treated under the Plan.

First Lien Term Loan Claims	On the Equitization Restructuring Effective Date, except to the extent that such holder agrees to a less favorable treatment with the Company, each holder of an Allowed First Lien Term Loan Claim will receive, in full and final satisfaction of its First Lien Term Loan Claims, its pro rata share of (i) Emergence Excess Cash and (ii) the New First Lien Term Loans, subject to the Equitization Election. Any accrued and unpaid post-petition interest under the First Lien Credit Agreement (which shall accrue at the non-default contract rate during the Chapter 11 Cases) shall be paid in full in Cash on the Equitization Restructuring Effective Date. Each holder of an Allowed First Lien Term Loan Claim shall be entitled to elect (the “<u>Equitization Election</u>”) to forgo a portion of its New First Lien Term Loan allocation (such portion, its “<u>Election TL Portion</u>”) in exchange for a portion of the 1L TL Equitization Pool (as defined below) (such portion, its “<u>Election Pool Portion</u>”). Each such holder making the Equitization Election shall be entitled to request an Election TL Portion up to the lesser of (x) the total amount of New First Lien Term Loans it would otherwise receive and (y) \$30 million of New First Lien Term Loans, <i>provided</i>, that if the total aggregate Election TL Portion of all such holders making the Equitization Election exceeds \$30 million, then each such holder’s requested Election TL Portion shall be reduced pro rata based on its and its affiliates’ pro rata holdings of Allowed First Lien Term Loan Claims, such that the total aggregate Election TL Portion of all such holders making the Equitization Election equals \$30 million. The Election Pool Portion of each such holder making the Equitization Election shall be its pro rata share of the 1L TL Equitization Pool calculated based on its Election TL Portion, and such holders shall have the ability to allocate such Election Pool Portion and such Election TL Portion among its affiliates. The “<u>1L TL Equitization Pool</u>” shall consist of (i) Post-Sweep Excess Cash (if any) and (ii) Reorg Equity equal to 20% of total Reorg Equity <i>less</i> 0.4878% for each \$1 million of Post-Sweep Excess Cash, <i>provided</i>, that, for the avoidance of doubt, any Reorg Equity in the 1L TL Equitization Pool shall be subject to dilution by the MIP. In the event that the amount of Emergence Excess Cash would exceed the Post-Sweep Excess Cash (as defined below) threshold, each incremental dollar of Emergence Excess Cash shall be distributed to each holder of an Allowed First Lien Term Loan Claim who made the Equitization Election in lieu of Reorg Equity, and shall result in a corresponding reduction in the percentage of Reorg Equity in the 1L TL Equitization Pool. “<u>Post-Sweep Excess Cash</u>” means up to \$41 million of all Emergence Excess Cash in excess of the amount necessary to result in a projected principal amount of \$185 million New First Lien Term Loans as of the Equitization Effective Date. For the avoidance of doubt, the calculation of the principal amount of New First Lien Term Loans, Emergence Excess Cash, Equitization Election, 1L TL Equitization Pool, Post-Sweep Excess Cash and related terms shall be consistent with the 1L Emergence Excess Cash Waterfall agreed to between the Company’s advisors and the Ad Hoc Group Advisors as of the date hereof, and in the event of any conflict between the descriptions in this Term Sheet and such model, such model shall control. Impaired – Entitled to Vote.
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Second Lien Secured Claims	On the Equitization Restructuring Effective Date, except to the extent that such holder agrees to a less favorable treatment with the Company, each holder of a Second Lien Secured Claim will receive, in full and final satisfaction of such Claims, its pro rata share of 100% of the Reorg Equity, subject to dilution by any Reorg Equity in the 1L TL Equitization Pool, the Advisory Equity and the MIP. Impaired – Entitled to Vote.
General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of its General Unsecured Claims, its pro rata share of the GUC Pool. For the avoidance of doubt, General Unsecured Claims shall be classified and vote on a Debtor-by-Debtor basis. Impaired – Entitled to Vote.
Intercompany Claims and Interests	On the Equitization Restructuring Effective Date, all Intercompany Claims and Interests will be adjusted, reinstated, or cancelled, to the extent determined to be appropriate by the Reorganized Company and the Required Consenting Lenders, each acting reasonably. Unimpaired – Presumed to Accept / Impaired – Entitled to Vote or Deemed to Reject (as applicable).
Existing Equity Interests	On the Equitization Restructuring Effective Date, each Holder of an Existing Equity Interest shall have its Existing Equity Interest cancelled, released, and extinguished without any distribution. Impaired – Deemed to Reject.
<i>Asset Sale Restructuring</i>	
Credit Bid Sale and Third Party Sale	In the event of a Credit Bid Sale, on the Credit Bid Sale Closing Date, among other things, (i) the holders of First Lien Term Loan Claims shall receive treatment consistent with the treatment for the holders of First Lien Term Loan Claims in the Equitization Restructuring, (ii) the holders of Second Lien Term Loan Claims shall receive treatment consistent with the treatment for the holders of Second Lien Secured Claims in the Equitization Restructuring, (iii) BidCo shall enter into the Advisory Agreement with the Sponsor and (iv) the Wind-Down Budget shall be funded. Any bid from an entity other than BidCo that is selected in the Sale Transaction shall be a Qualified Bid, and, for the avoidance of doubt, unless otherwise agreed by the Required Consenting Lenders in their sole discretion, the Third Party Sale shall provide for the indefeasible payment in full in Cash of all First Lien Term Loan Claims, all Second Lien Term Loan Claims, and all outstanding amounts owed under the Cash Collateral Orders on the Third Party Sale Closing Date (such a Third Party Sale, an “<u>Acceptable Third Party Sale</u>”). Any remaining proceeds from an Acceptable Third Party Sale after the payment of the foregoing shall be available for distribution in accordance with Bankruptcy Code priorities.

Other Terms Relevant to Restructuring	
<i>New Financing Facilities</i>	
New Revolving Facility	On the Transaction Effective Date, the Reorganized Company or BidCo, as applicable, shall enter into a New Revolving Facility, which shall have the following terms: • <u>Principal</u>: Up to \$75 million. • <u>Rate</u>: SOFR + [] bps per annum. • <u>Maturity</u>: 4.75 years. • <u>Fees</u>: []% commitment fee. • <u>Priority</u>: If in the form of a cash flow revolving credit facility, secured <i>pari passu</i> with the New First Lien Term Loan Facility and senior to all other debt of obligors; first out vis-à-vis the New First Lien Term Loan Facility. If in the form of an asset-based lending facility, secured by certain asset-based loan priority collateral securing the New First Lien Term Loan Facility on a senior basis and by other collateral on a junior basis, to be agreed among the Company, the Required Consenting Lenders and the lenders under the New Revolving Facility.
New First Lien Term Loan Facility	On the Transaction Effective Date, the Reorganized Company or BidCo, as applicable, will enter into the New First Lien Term Loan Facility (under which the New First Lien Term Loans will be issued). The New First Lien Term Loans shall have the following terms: • <u>Principal Amount</u>: The principal amount of the New First Lien Term Loan Facility shall be an amount equal to (x) the principal amount of First Lien Term Loans outstanding immediately prior to the Transaction Effective Date (without giving effect to any exit fee or prepayment premium) <i>less</i> (y) Emergence Excess Cash (without double counting Emergence Excess Cash distributed to each holder of an Allowed First Lien Term Loan Claim who made the Equitization Election in lieu of Reorg Equity) <i>less</i> (z) \$30 million (on account of the Equitization Election).¹ • <u>Rate</u>: SOFR + 550 bps (or Base Rate + 450 bps) per annum, payable in Cash. Subject to a 1% floor for SOFR loans and 2% floor for Base Rate loans. Same credit spread adjustment as applicable to the First Lien Term Loans.

¹ For illustrative purposes, the principal amount of the New First Lien Term Loan Facility would be approximately \$202 million assuming approximately \$505 million outstanding principal amount of First Lien Term Loans as of the date hereof *less* (i) approximately \$140 million of principal assumed to be repurchased in the First Lien Term Loan Repurchase *less* (ii) \$132.5 million of Emergence Excess Cash *less* (iii) \$30 million on account of the Equitization Election. For the avoidance of doubt, the calculation of the principal amount of New First Lien Term Loans, Emergence Excess Cash, Equitization Election, 1L TL Equitization Pool, Post-Sweep Excess Cash and related terms shall be consistent with the 1L Emergence Excess Cash Waterfall agreed to between the Company's advisors and the Ad Hoc Group Advisors as of the date hereof, and in the event of any conflict between the descriptions in this Term Sheet and such model, such model shall control.

	• <u>Maturity</u>: 5 years. • <u>Amortization</u>: 2.00% per annum, payable quarterly in Cash. • <u>Cash Sweep</u>: As of the end of the first fiscal quarter following the Transaction Effective Date and at the end of each quarter thereafter, Liquidity in excess of \$150 million shall be used to repay the New First Lien Term Loans at par within 10 Business Days after the end of such quarter; <i>provided</i>, that, starting at the end of the fourth quarter of 2025, the Company may make open market purchases of the New First Lien Term Loans at a discount to par for cash consideration within 10 Business Days after the end of the applicable fiscal quarter, and the foregoing cash sweep shall apply to any Liquidity in excess of \$150 million after giving effect to any such open market purchases. • <u>Priority</u>: If New Revolving Facility is a cash flow revolving credit facility, secured <i>pari passu</i> with the New Revolving Facility and senior to all other debt of obligors; second out vis-à-vis the New Revolving Facility. If the New Revolving Facility is an asset-based loan facility, secured on a second priority basis vis-à-vis the New Revolving Facility on New Revolving Facility asset-based loan priority collateral (to be agreed among the Company, the Required Consenting Lenders and the lenders under the New Revolving Facility) and senior on all other collateral.
Other Terms	
Venue	United States Bankruptcy Court in the Southern District of Texas or such other venue to the extent agreed among the Company, the Required Consenting Lenders and the Sponsor (as applicable, the “ <u>Bankruptcy Court</u> ”).
Unexpired Leases and Executory Contracts	Specified Agreements to be rejected effective as of the Petition Date. Treatment of other executory contracts and unexpired leases to which any Company Entity is a party to be agreed between the Company and the Required Consenting Lenders.
Cancellation of Loans, Instruments, Certificates and other Documents	On the Transaction Effective Date, and except as otherwise set forth in the Plan or Sale Order, as applicable, all loans, instruments, and certificates evidencing debt of the Company will be cancelled and obligations of the Company thereunder will be discharged.
Vesting of Assets	Except as otherwise provided in the Plan or the Sale Order, as applicable, on the Transaction Effective Date, all assets and properties of each Company Entity will vest in each applicable Reorganized Company Entity or BidCo, as applicable, free and clear of all liens, claims, charges, and encumbrances.
Indemnification Obligations and D&O Insurance	All obligations of the Company pursuant to corporate charters, bylaws, limited liability company agreements, or other organizational documents to indemnify current or former officers, directors, or agents with respect to any present or future actions, suits, or proceedings against the Company or such directors, officers, or agents, based upon any act or omission for or on behalf of the Company to be assumed by the Reorganized Company.

Discharge and Injunction	The Plan and Sale Order, as applicable, will contain customary discharge and injunction provisions.
Retention of Jurisdiction	The Plan and Sale Order, as applicable, will provide that the Bankruptcy Court shall retain jurisdiction for usual and customary matters.
Professional Fee Escrow	The Plan will require the establishment of the Professional Fee Escrow to be funded with Cash in the amount equal to the Professional Fee Reserve Amount. The Professional Fee Escrow will be maintained in trust solely for the benefit of the Professionals to satisfy all Allowed Fee Claims in full in Cash. The Professional Fee Escrow will not be considered property of the Company, the Estates, the Reorganized Company, or any of their respective affiliates, and no liens, claims, encumbrances, or interests will encumber the Professional Fee Escrow or funds held in the Professional Fee Escrow in any way.
Releases & Exculpation	The releases set forth in <u>Annex 2</u> hereto shall be effectuated through inclusion in the Plan and Confirmation Order and, if an Asset Sale Restructuring is effectuated, the Sale Order. The exculpation terms set forth in <u>Annex 2</u> hereto shall be made applicable for the benefit of the Exculpated Parties through inclusion in the Plan and Confirmation Order and, if an Asset Sale Restructuring is effectuated, the Sale Order.
Conditions Precedent to the Transaction Effective Date	The occurrence of the Transaction Effective Date will be subject to the following conditions precedent unless waived by each of the Company and the Required Consenting Lenders: (a) the RSA shall not have been terminated and shall remain in full force and effect; (b) if a Equitization Restructuring is effectuated, the Bankruptcy Court shall have entered the Disclosure Statement Order, which order shall be a Final Order; (c) if an Equitization Restructuring is effectuated, the Bankruptcy Court shall have entered the Confirmation Order, which order shall be a Final Order; (d) if an Equitization Restructuring is effectuated, the Equitization Wind-Down Reserve shall have been fully funded; (e) if an Asset Sale Restructuring is effectuated, the Bankruptcy Court shall have entered the Sale Order, which order shall be a Final Order; (f) if an Asset Sale Restructuring is effectuated, all amounts contemplated under the Wind-Down Budget shall have been funded in accordance therewith (including the funding of any reserves as provided for therein); (g) if an Equitization Restructuring or Credit Bid Sale is effectuated, the New Revolving Facility shall have been entered into by the Reorganized Company or BidCo, as applicable, and the lenders thereto; (h) all Definitive Documents necessary to consummate the Restructuring shall have been executed by the parties thereto consistent with their respective consent

	rights under the RSA and shall not have been terminated and shall remain in full force and effect; (i) all conditions precedent to the effectiveness of the Definitive Documents necessary to consummate the Restructuring shall have been satisfied or duly waived in writing in accordance with the terms of such Definitive Documents; (j) the Company shall have paid all Restructuring Expenses; (k) all governmental and third-party approvals and consents that may be necessary in connection with the Restructuring shall have been obtained by the Company Entities, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such Restructuring; (l) the Professional Fee Escrow shall have been established and funded as provided herein; and (m) if an Equitization Restructuring or Credit Bid Sale is effectuated, the Reorganized Company or BidCo, as applicable, shall have at least \$150 million of Liquidity.
Advisory Agreement	On the Equitization Restructuring Effective Date or the Credit Bid Sale Closing Date, the Reorganized Company or BidCo, as applicable, and the Sponsor will enter into an advisory and consulting agreement (the “<u>Advisory Agreement</u>”) pursuant to which the Sponsor agrees to make its representatives available to the Reorganized Company or Bidco upon the Reorganized Company’s or Bidco’s reasonable request to, among other things, assist and provide advice with respect to strategic initiatives and transition and operational matters. As consideration for its services under the Advisory Agreement, the Sponsor shall receive the Advisory Equity and no other consideration. The Advisory Agreement shall have a term of not less than three years from the Transaction Effective Date and other terms acceptable to each of the Sponsor and the Required Consenting Lenders.
MIP	Effective as of the Equitization Restructuring or Credit Bid Sale Closing Date, a pool of up to 10% of the Reorg Equity (calculated on a fully-diluted and fully-distributed basis) shall be reserved for issuance for awards to be made pursuant to a management incentive plan (the “<u>MIP</u>”) to be implemented by the New Board.
Employee Matters	All obligations in respect of the Debtors’ compensation and benefits programs, including any severance, retention and incentive compensation programs and employment agreements shall be assumed by the Reorganized Company without modification, subject to the prior consent of the Required Consenting Lenders. The Company agrees to provide counsel to the Ad Hoc Group diligence information in respect of the Debtors’ compensation and benefits programs on or prior to August 1, 2025.
Corporate Governance	The governance of the Reorganized Company, including the composition of the New Board, shall be determined by and reasonably acceptable to each of the Company and the Required Consenting Lenders; <i>provided</i>, that the governance documents shall include customary minority protections.
Exemption from SEC Registration	The Restructuring shall be structured such that the issuance of any and all securities pursuant to the Restructuring will be exempt from SEC registration under applicable law, including, to the extent applicable, section 1145 of the Bankruptcy Code.

Tax Structure	The Restructuring shall be structured as a Bruno’s transaction or similar transaction that produces the same result and the Parties shall use commercially reasonable efforts to implement such transaction in 2025. The Restructuring shall be structured in a tax-efficient manner in consultation with and with the prior consent of the Required Consenting Lenders and the Sponsor, taking into account the tax considerations of the Company Parties and Consenting Stakeholders.
Cash Collateral Order	The Required Consenting Lenders consent the Debtors’ use of cash collateral on the terms set forth in the Interim Cash Collateral Order attached hereto as <u>Annex 3</u>.
Sponsor Management Fees	Any accrued and unpaid Sponsor Management Fees through the Transaction Effective Date shall be released and waived by the Sponsor (and any of the Sponsor’s applicable Affiliates) and receive no recovery.

ANNEX 1**Defined Terms**

“Administrative Expense Claim”	Any right to payment constituting a cost or expense of administration of the Chapter 11 Cases of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2), 507(b), or 1114(c)(2) of the Bankruptcy Code, including (i) the actual and necessary costs and expenses incurred after the Petition Date and through the Plan Effective Date of preserving the Estates and operating the businesses of the Company (such as wages, salaries, or commissions for services and payments for goods and other services and leased premises), and (ii) Fee Claims.
“Advisory Equity”	5% of the Reorg Equity subject to dilution by the MIP.
“Allowed”	With reference to any Claim or Interest, (i) any Claim or Interest arising on or before the Plan Effective Date (a) as to which no objection to allowance has been interposed within the time period set forth in the Plan or (b) as to which any objection has been determined by a Final Order of the Bankruptcy Court to the extent such objection is determined in favor of the applicable holder, or (ii) any Claim or Interest expressly allowed under the Plan or by Final Order of the Bankruptcy Court; <i>provided, however</i> , that notwithstanding the foregoing, the Reorganized Company will retain all counterclaims and defenses with respect to Allowed Claims that are reinstated or otherwise Unimpaired under the Plan.
“Bankruptcy Rules”	The Federal Rules of Bankruptcy Procedure promulgated under section 2075 of title 28 of the United States Code, as amended, and the general, local, and chambers rules of the Bankruptcy Court.
“Cash”	Legal tender of the United States of America.
“Cause of Action”	Any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license or franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, including under any state or federal securities laws. Causes of Action also includes (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (ii) the right to object to

	Claims or Interests, (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (iv) any claim or defense, including fraud, mistake, duress, or usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (v) any state law fraudulent transfer claim.
“Emergence Excess Cash”	An amount of Cash equal to the greater of (x) \$132.5 million and (y) Liquidity on the Transaction Effective Date in excess of \$150 million.
“Equitization Wind-Down Reserve”	A reserve to be funded prior to the Plan Effective Date in the event of an Equitization Restructuring to fund all administrative costs (including related reasonable advisor costs) associated with dissolving applicable Debtors and otherwise winding down the Estates, in an amount to be agreed by the Company and the Required Consenting Lenders.
“Estate(s)”	Individually or collectively, the estate or estates of the Company Entities created under section 541 of the Bankruptcy Code.
“Exculpated Parties”	“Exculpated Parties” shall have the same meaning as “Released Parties”.
“Fee Claim”	A Claim for professional services rendered or costs incurred on or after the Petition Date through and including the Plan Effective Date, by any Professionals.
“Final Order”	An order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; <i>provided, however</i> , that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

“First Lien Term Loans”	The term loans issued under the First Lien Credit Agreement. As of the date hereof, the principal amount of First Lien Term Loans is approximately \$364,727,177.
“GUC Pool”	\$10 million in Cash.
“Lender Representative”	A representative of Required Consenting Lenders (who shall be a Person reasonably acceptable to the Company) that will receive information designed to provide an education about the Company’s business, including the Company’s market and business dynamics, whose fee and expense reimbursement terms shall be subject to negotiation with the Company.
“Liquidity”	(i) Balance sheet cash (net of all other payments to be made (including to fund reserves) in connection with the Restructuring) <i>plus</i> (ii) availability under New Revolving Facility up to \$50 million.
“New Board”	Board of directors, managers or equivalent (as applicable) of the Reorganized Parent.
“New First Lien Term Loans”	The term loans issued under the New First Lien Term Loan Facility.
“New Revolving Facility”	The new first-out first lien cash flow revolving credit facility or asset-based lending facility.
“Other Priority Claim”	Any Claim (other than an Administrative Expense Claim, or a Priority Tax Claim) that is entitled to priority of payment under section 507(a) of the Bankruptcy Code.
“Other Secured Claim”	A Secured Claim other than a Priority Tax Claim, a Revolving Loan Claim, a First Lien Term Loan Claim, a Second Lien Term Loan Claim, or a Third Lien Term Loan Claim.
“Plan Supplement”	The compilation of documents and forms of documents, schedules, and exhibits to the Plan filed by the Company.
“Priority Tax Claim”	Any Secured Claim or unsecured Claim of a governmental unit of the kind entitled to priority of payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.
“Professional Fee Reserve Amount”	The total amount of unpaid compensation and unreimbursed expenses incurred by Professionals from the Petition Date through and including the

	Plan Effective Date, in each case as estimated in good faith by the applicable Professionals.
“Professionals”	Professionals retained pursuant to sections 327, 328, or 363 of the Bankruptcy Code by the Company or any official committee appointed in the Chapter 11 Cases.
“Related Parties”	With respect to any Entity, and in each case in its capacity as such, such Entity’s current and former Affiliates and such Entity’s and its current and former Affiliate’s respective direct and indirect current and former directors, managers, officers, committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, direct and indirect parent Entities, “controlling persons” (within the meaning of the federal securities laws), participants, partners, limited partners, general partners, subsidiaries, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds (including any beneficial holders for the account of whom such funds are managed), management companies, fund advisors, investment bankers, actuaries, consultants, representatives, and other professionals, and each of such person’s or Entity’s predecessors, successors, assigns, heirs, executors, estates, and nominees.
“Released Parties”	Collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Company, (iii) the Reorganized Company, (iv) the Sponsor, (v) the Consenting Lenders, (vi) the Agents, (vii) BidCo (if applicable), (viii) with respect to each of the foregoing Entities in clauses (i) through (vii), such Entities’ Related Parties, (ix) all holders of Claims or Interests who vote to accept the Plan, and (x) all holders of Claims or Interests who were given notice of the opportunity to opt out of granting the releases set forth in the Plan but did not affirmatively opt out and thereby provided a release; <i>provided</i> , that no Entity shall be a Released Party if it (y) opts out of the Plan’s releases or (z) timely objects to such releases and such objection is not withdrawn before confirmation of the Plan.
“Releasing Parties”	Collectively, and in each case in their capacity as such, (i) the Sponsor, (ii) the Consenting Lenders, (iii) the Agents, (iv) with respect to each of the foregoing Entities in clauses (i) through (iii), such Entities’ Related Parties, (v) BidCo (if applicable), (vi) all holders of Claims or Interests who vote to accept the Plan, and (vii) all holders of Claims or Interests who were given notice of the opportunity to opt out of granting the releases set forth in the Plan but did not affirmatively opt out; <i>provided</i> , that no Entity shall be a Releasing Party if it (x) opts out of the Plan’s releases or (y) timely objects

	to such releases and such objection is not withdrawn before confirmation of the Plan.
“Reorg Equity”	The Interests in Reorganized Parent or BidCo, as applicable, which shall consist of existing or newly issued Interests, as applicable.
“Reorganized Debtor”	Has the same meaning as “Reorganized Company”.
“Restructuring Expenses”	The reasonable and documented fees and expenses of (i) the Company, which shall include the reasonable and documented fees and expenses of Milbank LLP, Alvarez & Marsal, C Street Advisory Group, Stout, and PJT Partners; (ii) the Ad Hoc Group Fees and Expenses; (iii) the Sponsor, <i>provided</i> , that such fees shall only be reasonable and documented legal fees and shall only be payable up to \$1 million; (iv) if the First Lien Agent is party to the RSA, the First Lien Agent Fees and Expenses; and (v) the Lender Representative.
“Revolving Loans”	The revolving loans issued under the First Lien Credit Agreement. As of the date hereof, there are no amounts outstanding in respect of the Revolving Loans.
“Second Lien Term Loans”	The term loans issued under the Second Lien Credit Agreement. As of the date hereof, the outstanding principal amount of Second Lien Term Loans is not less than \$275,000,000.
“Secured Claim”	A Claim (i) secured by a lien on any property of a Company Entity to the extent of the value of such Company Entity’s interest in such property as (a) set forth in the Plan, (b) agreed to by the holder of such Claim and the Company, or (c) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (ii) secured by the right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.
“Specified Agreements”	The certain rebate or other agreements with pharmacy benefits managers and state governments that are specified on a schedule provided by counsel to the Company to counsel to the Ad Hoc Group on July 14, 2025, as confirmed by counsel to the Ad Hoc Group on such date.
“Sponsor Management Fee”	Any amounts payable to the Sponsor or any of its Affiliates pursuant to any management services or similar agreements with the Company.
“Third Lien Term Loans”	The term loans issued under the Third Lien Credit Agreement. As of the date hereof, the outstanding principal amount of Third Lien Term Loans is approximately \$27,388,000.

“Wind-Down Budget”	An amount and budget for funding the full wind-down of the Estates following the closing of a Sale Transaction (including an amount sufficient to pay all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Secured Claims, and Allowed Other Priority Claims and wind-down the Estates), which amount shall be agreed among the Company and the purchaser in the Sale Transaction and, for the avoidance of doubt, in the case of a Credit Bid Sale, the Required Consenting Lenders, in each case in their respective sole discretion, provided that any residual amount of the Wind-Down Budget, if any, following completion of the wind-down should be returned to the purchaser in the Sale Transaction.
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ANNEX 2**Releases**

Releases by Debtors	Except as expressly set forth in [the Plan, Confirmation Order or Sale Order], as of the Transaction Effective Date, to the maximum extent permitted by law, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, each Company Entity, Debtor, Estate, and Reorganized Debtor (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Company Entity, Debtor, Estate, or Reorganized Debtor), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Company Entity, Debtor, Estate, or Reorganized Debtor and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Company Entities, the Debtors, the Estates, or the Reorganized Debtors (including the capital structure, management, ownership or operation thereof), the Existing Credit Documents and the loans made thereunder, the purchase, sale, or rescission of the purchase or sale of any security of any Company Entity, Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring, the business or contractual arrangements or interactions between any Company Entity, Debtor, or Reorganized Debtor and any other Person, the ownership and/or operation of the Company Entities, Debtors, or Reorganized Debtors by any Released Party, the actions taken by the board of directors or managers of any Company Entity, Debtor, or Reorganized Debtor, or the distribution or transfer of any Cash or other property of the Company Entities, Debtors, or Reorganized Debtors to any Released Party, the Restructuring, the RSA (including the term sheet attached thereto), any Definitive Documents, the negotiation, formulation, preparation, or implementation thereof, the
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	solicitation of consent or support with respect to the Restructuring, or any action or inaction relating to the payment or non-payment of any tax liabilities (or estimates thereof) of the Company Entities, the Debtors or the Reorganized Debtors, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Transaction Effective Date, other than any rights that remain in effect from and after the Transaction Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring (the “<u>Debtor Release</u>”).
Releases by Releasing Parties	Except as expressly set forth in [the Plan, Confirmation Order or Sale Order], as of the Transaction Effective Date, to the maximum extent permitted by law, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, each Releasing Party (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Company Entities, the Debtors, the Estates, or the Reorganized Debtors (including the capital structure, management, ownership or operation thereof), the Existing Credit Documents and the loans made thereunder, the purchase, sale, or rescission of the purchase or sale of any security of any Company Entity, Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring, the business or contractual arrangements or interactions between any Company Entity, Debtor, or Reorganized Debtor and any other Person, the ownership and/or operation of the Company Entities, Debtors, or Reorganized Debtors by any Released Party, the actions taken by the board of directors or managers of any Company Entity, Debtor, or Reorganized Debtor, or the distribution or

	transfer of any Cash or other property of the Company Entities, Debtors, or Reorganized Debtors to any Released Party, the Restructuring, the RSA (including the term sheet attached thereto), any Definitive Documents, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring, or any action or inaction relating to the payment or non-payment of any tax liabilities (or estimates thereof) of the Company Entities, the Debtors or the Reorganized Debtors, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Transaction Effective Date, other than (a) Causes of Action assertable by a Releasing Party against a Released Party arising from any act or omission of such Released Party that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud (other than fraud claims based on constructive fraud, negligence, recklessness or other similar theory not predicated on intent, knowledge or willfulness) or gross negligence and (b) any rights that remain in effect from and after the Transaction Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring (the “ <u>Third-Party Release</u> ”, and together with the Debtor Release, the “ <u>Releases</u> ”).
Exculpation	As of the Transaction Effective Date, and without affecting or limiting the Releases, and except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, all Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities for any act or omission in connection with, relating to, or arising out of, the formulation, preparation, dissemination, negotiation, filing or consummation of the Restructuring, the RSA (including the term sheet attached thereto), any Definitive Document or any transaction, contract, instrument, release or other agreement or document created or entered into in connection with any of the foregoing, the consummation of the transactions contemplated by any of the foregoing, including the issuance of securities pursuant to the Plan or Confirmation Order, or the distribution of property under the Plan or Confirmation Order or any other related agreement (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or Confirmation Order) in each case, to the fullest extent permitted by applicable law; <i>provided</i> , that this provision shall not release or exculpate any Exculpated Party from any (a) Causes of Action assertable by an Exculpated Party against another Exculpated Party arising from any act or omission of such Exculpated Party that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud (other than fraud claims based on constructive fraud, negligence, recklessness or other similar theory not predicated on intent, knowledge or willfulness) or gross negligence, (b) rights

	that remain in effect from and after the Transaction Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring, or (c) breach of such Exculpated Party's obligations under any Definitive Document. Nothing in this provision shall or shall be deemed to result in the waiving or limiting by any Company Entity, Debtor, or Reorganized Debtor or any of their respective directors, officers, members, managers, employees, or consultants of (a) any indemnification rights against any Company Entity, Debtor, or Reorganized Debtor or any insurance provider to any Company Entity, Debtor, or Reorganized Debtor, (b) any rights as beneficiaries of any insurance policies, (c) wages, salaries, compensation, or benefits, or (d) Intercompany Claims.
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ANNEX 3

Form of Cash Collateral Order

EXHIBIT B

Company Entities

DUV Holding Corporation

DUV Intermediate Holding Corporation

DUV Intermediate Holding II Corporation

LifeScan Global Corporation

LifeScan, Inc.

LifeScan China, LLC

LifeScan IP Holdings, LLC

LifeScan Institute, LLC

EXHIBIT C**Form of Joinder Agreement**

The undersigned hereby acknowledges that it has read and understands the Amended and Restated Restructuring Support Agreement, dated as of July 15, 2025 (the “Agreement”),¹ by and among DUV Holding Corporation and its subsidiaries bound thereto and the Consenting Stakeholders, including [], the transferor to the Transferee of any Company Claims/Interests (each such transferor, a “Transferor”), and agrees to be bound as a “Consenting Stakeholder” and a “Party” by the terms and conditions thereof binding on such “Consenting Stakeholder” (x) to the extent the Transferor was thereby bound and (y) with respect to any and all Company Claims/Interests the Transferee may hold prior to the consummation of the Transfer contemplated hereby.

The undersigned makes all representations and warranties contained in the Agreement to each other Party, effective as of the date hereof. This joinder agreement shall be governed by the governing law set forth in the Agreement.

Date Executed:

CONSENTING STAKEHOLDER

Name:

Title:

Address:

E-mail address(es):

Telephone:

Facsimile:

<i>Aggregate Principal Amounts or Number of Shares Beneficially Owned or Managed:</i>	
First Lien Term Loans	\$[]
Second Lien Term Loans	\$[]
Third Lien Term Loans	\$[]

¹ Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Exhibit C

Financial Projections

[To Come]

Exhibit D

Liquidation Analysis

[To Come]

Exhibit E

Valuation Analysis

[To Come]