

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

KLEOPATRA FINCO S.À R.L., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90642 (CML)
)
) (Joint Administration Requested)
)

**DISCLOSURE STATEMENT FOR THE JOINT PREPACKAGED PLAN OF
REORGANIZATION OF KLEOPATRA FINCO S.À R.L. AND ITS DEBTOR
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/Klockner>. The location of Kleopatra Finco S.à r.l.'s principal place of business and the Debtors' service address in these chapter 11 cases is 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, R.C.S. Luxembourg.

THIS IS A SOLICITATION OF VOTES AND CONSENTS (SUCH SOLICITATION OF CONSENTS, THE “CONSENT SOLICITATION”) TO ACCEPT OR REJECT THE PLAN IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126, 11 U.S.C. §§ 1125, 1126. THIS DISCLOSURE STATEMENT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT. THE DEBTORS INTEND TO SUBMIT THIS DISCLOSURE STATEMENT TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING COMMENCEMENT OF SOLICITATION AND THE DEBTORS’ FILING FOR RELIEF UNDER CHAPTER 11 OF THE BANKRUPTCY CODE. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

SOLICITATION OF VOTES AND CONSENTS ON THE *JOINT PREPACKAGED PLAN OF REORGANIZATION OF KLEOPATRA FINCO S.À. R.L. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE* FROM THE HOLDERS OF OUTSTANDING:

VOTING CLASS	NAME OF CLASS UNDER THE PLAN
3	First Lien Claims
4	Second Lien Claims

IF YOU ARE IN CLASS 3 OR CLASS 4, YOU ARE RECEIVING THIS DOCUMENT AND THE ACCOMPANYING MATERIALS BECAUSE YOU ARE ENTITLED TO VOTE ON AND/OR CONSENT TO THE PLAN.

I. DELIVERY OF BALLOTS BY HOLDERS OF FIRST LIEN SFA CLAIMS (AS DEFINED HEREIN)

CLASS 3 BALLOTS OF THE AFOREMENTIONED PARTIES (SUCH CLASS 3 BALLOTS, THE “CLASS 3 LOAN BALLOTS”) MAY BE RETURNED BY THE FOLLOWING METHODS:

BY REGULAR MAIL, OVERNIGHT MAIL, OR HAND DELIVERY AT:

**KLÖCKNER PENTAPLAST OF AMERICA, INC., ET AL. CLAIMS PROCESSING
C/O STRETTO
410 EXCHANGE, SUITE 100
IRVINE, CA 92602**

BY EMAIL:

PLEASE EMAIL KPINQUIRIES@STRETTO.COM WITH “IN RE: KLEOPATRA – SOLICITATION INQUIRY” IN THE SUBJECT LINE. YOU SHOULD NOT ALSO RETURN A HARD COPY OF YOUR BALLOT.

PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT TO STRETTO, INC. (“STRETTO” OR THE “CLAIMS AND NOTICING AGENT”).

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE COMPLETE, SIGN, AND DATE THE BENEFICIAL HOLDER BALLOT AND RETURN IT PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY STRETTO ON OR BEFORE THE VOTING DEADLINE.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO STRETTO, PLEASE COMPLETE THE BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED SO THAT IT IS ACTUALLY RECEIVED BY STRETTO BY THE VOTING DEADLINE.

TO VOTE ON THE PLAN, CLASS 3 LOAN BALLOTS MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 11, 2025, AS DIRECTED ON YOUR BALLOT.

II. DELIVERY OF BALLOTS AND BLOCKING INSTRUCTIONS BY HOLDERS OF CLASS 3 CLAIMS THAT ARE HOLDERS OR BENEFICIAL OWNERS OF THE €400,000,000.00 4¼% SENIOR SECURED NOTES DUE 2026 (REGULATION S NOTES: ISIN NUMBER XS2298381307 / COMMON CODE 229838130; RULE 144A NOTES: ISIN NUMBER XS2298382297 / COMMON CODE 229838229) (HEREINAFTER REFFERED TO AND DEFINED AS THE “FIRST LIEN SECURED NOTES” AND SUCH HOLDERS, THE “FIRST LIEN SECURED NOTEHOLDERS”)

FIRST LIEN SECURED NOTEHOLDERS CAN ACCESS CLASS 3 BALLOTS (SUCH CLASS 3 BALLOTS, THE “CLASS 3 BOND BALLOTS”) AT [HTTPS://GLAS-AGENCY.APPIANCLOUD.COM/SUITE/SITES/KP-TRANSACTION-1L-2L](https://GLAS-AGENCY.APPIANCLOUD.COM/SUITE/SITES/KP-TRANSACTION-1L-2L).

CLASS 3 BOND BALLOTS MAY BE RETURNED BY THE FOLLOWING METHODS:

BY REGULAR MAIL, OVERNIGHT MAIL, OR HAND DELIVERY AT:

**KLÖCKNER PENTAPLAST OF AMERICA, INC., ET AL. CLAIMS PROCESSING
C/O STRETTO AND GLAS SPECIALIST SERVICES LIMITED (“GLAS” OR THE
“INFORMATION AND TABULATION AGENT”)
410 EXCHANGE, SUITE 100
IRVINE, CA 92602**

BY EMAIL:

PLEASE EMAIL KPINQUIRIES@STRETTO.COM (WITH COPY TO VELVET@GLAS.AGENCY), WITH “IN RE: KLEOPATRA – SOLICITATION INQUIRY” IN THE SUBJECT LINE. YOU SHOULD NOT ALSO RETURN A HARD COPY OF YOUR BALLOT.

PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT TO STRETTO AND GLAS.

PRIOR TO SUBMITTING A CLASS 3 BOND BALLOT TO STRETTO AND GLAS, FIRST LIEN SECURED NOTEHOLDERS MUST VALIDLY SUBMIT AN ELECTRONIC CONSENT INSTRUCTION (AS DEFINED HEREIN) IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THIS DISCLOSURE STATEMENT, WHICH ELECTRONIC CONSENT INSTRUCTION SHALL GENERATE A FIRST LIEN BLOCKING REFERENCE NUMBER (AS DEFINED HEREIN). UPON RECEIPT OF A FIRST LIEN BLOCKING REFERENCE NUMBER, FIRST LIEN SECURED NOTEHOLDERS SHALL SUBMIT THEIR CLASS 3 BOND BALLOTS TO STRETTO AND GLAS IN ACCORDANCE WITH THE FOREGOING.

CLASS 3 BOND BALLOTS MUST INCLUDE A FIRST LIEN BLOCKING REFERENCE NUMBER IN ORDER TO BE VALIDLY COMPLETED. CLASS 3 BOND BALLOTS THAT DO NOT INCLUDE A FIRST LIEN BLOCKING REFERENCE NUMBER MAY BE INVALID AND NOT BE COUNTED FOR VOTING PURPOSES. THE DEBTORS MAY, IN THEIR SOLE DISCRETION, ELECT TO ACCEPT OR REJECT CLASS 3 BOND BALLOTS FOR WHICH A FIRST LIEN SECURED NOTEHOLDERS HAS NOT ALSO SUBMITTED AN ELECTRONIC CONSENT INSTRUCTION. THE ELECTRONIC CONSENT INSTRUCTION WILL INCLUDE AN AUTHORIZATION TO EUROCLEAR BANK SA/NV (“EUROCLEAR”)

AND CLEARSTREAM BANKING, S.A. (“CLEARSTREAM”), AS APPLICABLE, TO BLOCK THE FIRST LIEN SECURED NOTES IN RESPECT OF WHICH SUCH ELECTRONIC CONSENT INSTRUCTION WAS SUBMITTED, SO THAT NO TRANSFERS OF SUCH FIRST LIEN SECURED NOTES MAY BE EFFECTED UNTIL THE EARLIEST TO OCCUR OF (I) THE VOTING DEADLINE AND (II) THE DATE ON WHICH THE RELEVANT FIRST LIEN SECURED NOTEHOLDERS VALIDLY SUBMITS A WITHDRAWAL NOTICE.

PLEASE ALLOW SUFFICIENT TIME FOR YOUR BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY STRETTO ON OR BEFORE THE VOTING DEADLINE.

TO VOTE ON THE PLAN, CLASS 3 BOND BALLOTS MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT AND THE INFORMATION AND TABULATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 11, 2025, AS DIRECTED ON YOUR BALLOT.

ANY FIRST LIEN SECURED NOTEHOLDER WHOSE FIRST LIEN SECURED NOTES ARE HELD ON ITS BEHALF BY A BROKER, DEALER, BANK, CUSTODIAN, TRUST COMPANY OR OTHER NOMINEE MUST CONTACT SUCH ENTITY IF IT WISHES TO SUBMIT A CLASS 3 BOND BALLOT. SUCH BROKER, DEALER, BANK, CUSTODIAN, TRUST COMPANY OR OTHER NOMINEE MAY IMPOSE THEIR OWN DEADLINE FOR ELECTRONIC CONSENT INSTRUCTIONS TO BE RECEIVED FROM FIRST LIEN SECURED NOTEHOLDERS, WHICH MUST BE EARLIER THAN THE VOTING DEADLINE. FIRST LIEN SECURED NOTEHOLDERS HOLDING THEIR FIRST LIEN SECURED NOTES THROUGH A BROKER, DEALER, BANK, CUSTODIAN, TRUST COMPANY OR OTHER NOMINEE SHOULD THEREFORE CONTACT THEIR BROKER, DEALER, BANK, CUSTODIAN, TRUST COMPANY OR OTHER NOMINEE PRIOR TO THE VOTING DEADLINE TO ENSURE THAT THEY VALIDLY SUBMIT AN ELECTRONIC CONSENT INSTRUCTION. NONE OF THE DEBTORS, STRETTO OR GLAS (NOR ANY OF THEIR RESEPECTIVE OFFICERS, DIRECTORS, AFFILIATES OR ADVISORS) SHALL BE LIABLE FOR ANY ERRORS OR DELAYS MADE BY, OR DUE TO, SUCH BROKERS, DEALERS, BANKS, CUSTODIANS, TRUST COMPANIES OR OTHER NOMINEES.

III. DELIVERY OF BALLOTS AND BLOCKING INSTRUCTIONS BY HOLDERS OF CLASS 4 CLAIMS THAT ARE HOLDERS OR BENEFICIAL OWNERS OF THE €302,460,515.00 SECOND LIEN SECURED NOTES DUE 2029 (REGULATION S NOTES: ISIN NUMBER XS3056028171 / COMMON CODE 305602817; RULE 144A NOTES: ISIN NUMBER XS3056028502 / COMMON CODE 305602850) (HEREINAFTER REFFRED TO AND DEFINED AS THE “SECOND LIEN SECURED NOTES” AND SUCH HOLDERS, THE “SECOND LIEN SECURED NOTEHOLDERS”)

SECOND LIEN SECURED NOTEHOLDERS CAN ACCESS CLASS 4 BALLOTS AT [HTTPS://GLAS-AGENCY.APPIANCLOUD.COM/SUITE/SITES/KP-TRANSACTION-1L-2L](https://GLAS-AGENCY.APPIANCLOUD.COM/SUITE/SITES/KP-TRANSACTION-1L-2L).

CLASS 4 BALLOTS MAY BE RETURNED BY THE FOLLOWING METHODS:

BY REGULAR MAIL, OVERNIGHT MAIL, OR HAND DELIVERY AT:

**KLÖCKNER PENTAPLAST OF AMERICA, INC., ET AL. CLAIMS PROCESSING
C/O STRETTO AND GLAS 410 EXCHANGE, SUITE 100
IRVINE, CA 92602**

BY EMAIL:

PLEASE EMAIL KPINQUIRIES@STRETTO.COM (WITH COPY TO VELVET@GLAS.AGENCY, WITH “IN RE: KLEOPATRA – SOLICITATION INQUIRY” IN THE SUBJECT LINE. YOU SHOULD NOT ALSO RETURN A HARD COPY OF YOUR BALLOT.

PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT TO STRETTO AND GLAS.

PRIOR TO SUBMITTING A CLASS 4 BALLOT TO STRETTO AND GLAS SECOND LIEN SECURED NOTEHOLDERS MUST VALIDLY SUBMIT AN ELECTRONIC CONSENT INSTRUCTION IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THIS DISCLOSURE STATEMENT, WHICH ELECTRONIC CONSENT INSTRUCTION SHALL GENERATE A SECOND LIEN BLOCKING REFERENCE NUMBER (AS DEFINED HEREIN). UPON RECEIPT OF A SECOND LIEN BLOCKING REFERENCE NUMBER, SECOND LIEN SECURED NOTEHOLDERS SHALL SUBMIT THEIR CLASS 4 BALLOTS TO STRETTO AND GLAS IN ACCORDANCE WITH THE FOREGOING.

CLASS 4 BALLOTS MUST INCLUDE A SECOND LIEN BLOCKING REFERENCE NUMBER IN ORDER TO BE VALIDLY COMPLETED. CLASS 4 BALLOTS THAT DO NOT INCLUDE A SECOND LIEN BLOCKING REFERENCE NUMBER MAY BE INVALID AND NOT BE COUNTED FOR VOTING PURPOSES. THE DEBTORS MAY, IN THEIR SOLE DISCRETION, ELECT TO ACCEPT OR REJECT CLASS 4 BALLOTS FOR WHICH A SECOND LIEN SECURED NOTEHOLDERS HAS NOT ALSO SUBMITTED AN ELECTRONIC CONSENT INSTRUCTION. THE ELECTRONIC CONSENT INSTRUCTION WILL INCLUDE AN AUTHORIZATION TO EUROCLEAR AND/OR CLEARSTREAM, AS APPLICABLE, TO BLOCK THE SECOND LIEN SECURED NOTES IN RESPECT OF WHICH SUCH ELECTRONIC CONSENT INSTRUCTION WAS SUBMITTED, SO THAT NO TRANSFERS OF SUCH SECOND LIEN SECURED NOTES MAY BE EFFECTED UNTIL THE EARLIEST TO OCCUR OF (I) THE VOTING DEADLINE AND (II) THE DATE ON WHICH THE RELEVANT SECOND LIEN SECURED NOTEHOLDERS VALIDLY SUBMITS A WITHDRAWAL NOTICE].

PLEASE ALLOW SUFFICIENT TIME FOR YOUR BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY STRETTO ON OR BEFORE THE VOTING DEADLINE.

TO VOTE ON THE PLAN, CLASS 4 BALLOTS MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT AND THE INFORMATION AND TABULATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 11, 2025, AS DIRECTED ON YOUR BALLOT.

ANY SECOND LIEN SECURED NOTEHOLDER WHOSE SECOND LIEN SECURED NOTES ARE HELD ON ITS BEHALF BY A BROKER, DEALER, BANK, CUSTODIAN, TRUST COMPANY OR OTHER NOMINEE MUST CONTACT SUCH ENTITY IF IT WISHES TO

SUBMIT A CLASS 4 BALLOT. SUCH BROKER, DEALER, BANK, CUSTODIAN, TRUST COMPANY OR OTHER NOMINEE MAY IMPOSE THEIR OWN DEADLINE FOR ELECTRONIC CONSENT INSTRUCTIONS TO BE RECEIVED FROM SECOND LIEN SECURED NOTEHOLDERS, WHICH MAY BE EARLIER THAN THE VOTING DEADLINE. SECOND LIEN SECURED NOTEHOLDERS HOLDING THEIR SECOND LIEN SECURED NOTES THROUGH A BROKER, DEALER, BANK, CUSTODIAN, TRUST COMPANY OR OTHER NOMINEE SHOULD THEREFORE CONTACT THEIR BROKER, DEALER, BANK, CUSTODIAN, TRUST COMPANY OR OTHER NOMINEE PRIOR TO THE VOTING DEADLINE TO ENSURE THAT THEY VALIDLY SUBMIT AN ELECTRONIC CONSENT INSTRUCTION. NONE OF THE DEBTORS, STRETTO OR GLAS (NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES OR ADVISORS) SHALL BE LIABLE FOR ANY ERRORS OR DELAYS MADE BY, OR DUE TO, SUCH BROKERS, DEALERS, BANKS, CUSTODIANS, TRUST COMPANIES OR OTHER NOMINEES.

ONLY FIRST LIEN SECURED NOTEHOLDERS AND SECOND LIEN SECURED NOTEHOLDERS WHO ARE ELIGIBLE HOLDERS (AS DEFINED HEREIN) MAY SUBMIT CLASS 3 BOND BALLOTS AND CLASS 4 BALLOTS AND THE RELATED ELECTRONIC CONSENT INSTRUCTIONS. INFORMATION AND TABULATION AGENT WILL REQUIRE THAT FIRST LIEN SECURED NOTEHOLDERS AND/OR SECOND LIEN SECURED NOTEHOLDERS CERTIFY THAT THEY ARE ELIGIBLE HOLDERS IN ORDER FOR THEM TO ACCESS THE DISCLOSURE STATEMENT AND PARTICIPATE IN THE CONSENT SOLICITATION. ONLY FIRST LIEN SECURED NOTEHOLDERS AND SECOND LIEN SECURED NOTEHOLDERS WHO HAVE MADE THESE CERTIFICATIONS ARE AUTHORIZED TO SUBMIT BALLOTS AND ELECTRONIC CONSENT INSTRUCTIONS.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO PARTICIPATE IN THIS CONSENT SOLICITATION IN ANY JURISDICTION IN WHICH, OR TO OR FROM ANY PERSON TO OR FROM WHOM, IT IS UNLAWFUL TO PARTICIPATE IN THIS CONSENT SOLICITATION UNDER APPLICABLE SECURITIES LAWS OR OTHERWISE. THE DISTRIBUTION OF THIS DISCLOSURE STATEMENT IN CERTAIN JURISDICTIONS IS RESTRICTED BY LAW. PERSONS INTO WHOSE POSSESSION THIS DISCLOSURE STATEMENT COMES ARE REQUIRED BY THE DEBTORS TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.

**IF YOU HAVE ANY QUESTIONS REGARDING THE PROCEDURES FOR
VOTING ON THE PLAN:**

YOU CAN CONTACT THE CLAIMS AND NOTICING AGENT BY E-MAIL AT: KPINQUIRIES@STRETTO.COM (REFERENCING "IN RE: KLEOPATRA – SOLICITATION INQUIRY" IN THE SUBJECT LINE).

YOU CAN ALSO CONTACT THE CLAIMS AND NOTICING AGENT BY PHONE TOLL-FREE AT (833) 212-0915 (USA OR CANADA) OR +1 (949) 273-2457 (INTERNATIONAL).

FIRST LIEN SECURED NOTEHOLDERS AND SECOND LIEN SECURED NOTEHOLDERS CAN CONTACT THE INFORMATION AND TABULATION AGENT AT VELVET@GLAS.AGENCY.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

THE DEBTORS ARE PROVIDING THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS FOR PURPOSES OF SOLICITING VOTES AND CONSENTS TO ACCEPT OR REJECT THE *JOINT PREPACKAGED PLAN OF REORGANIZATION OF KLEOPATRA FINCO S.À R.L. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE* (AS MAY BE AMENDED, MODIFIED, OR SUPPLEMENTED FROM TIME TO TIME, AND INCLUDING ALL EXHIBITS AND SUPPLEMENTS THERETO, THE “PLAN”).² THIS DISCLOSURE STATEMENT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT. FUTURE APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A GUARANTEE BY THE BANKRUPTCY COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN. THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS INCLUDED FOR PURPOSES OF SOLICITING VOTES AND/OR CONSENT FOR AND CONFIRMATION OF THE PLAN AND MAY NOT BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE.

BEFORE DECIDING WHETHER TO VOTE AND/OR CONSENT TO ACCEPT OR REJECT THE PLAN, EACH HOLDER OF A CLAIM ENTITLED TO VOTE AND/OR CONSENT ON THE PLAN SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE IX HEREIN.

THE DEBTORS AND CERTAIN HOLDERS OF CLAIMS AND INTERESTS SUPPORT THE PLAN, INCLUDING OVER TWO-THIRDS OF THE FIRST LIEN CLAIMS AND OVER TWO-THIRDS OF THE SECOND LIEN CLAIMS. THE DEBTORS BELIEVE THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DEBTORS’ ESTATES, AND PROVIDE THE BEST POSSIBLE RECOVERY TO STAKEHOLDERS. AT THIS TIME, THE DEBTORS BELIEVE THE PLAN REPRESENTS THE BEST AVAILABLE OPTION FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE AND/OR CONSENT TO ACCEPT THE PLAN.

HOLDERS OF CLAIMS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THE DEBTORS URGE EACH HOLDER OF A CLAIM ENTITLED TO VOTE AND/OR CONSENT ON THE PLAN TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE RESTRUCTURING TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT’S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT (WHEN AND IF APPROVED) DOES NOT CONSTITUTE THE BANKRUPTCY COURT’S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN ANTICIPATED EVENTS IN THE DEBTORS FORTHCOMING CHAPTER 11 CASES.

² Capitalized terms used but not otherwise defined in this Disclosure Statement have the meanings ascribed to such terms in the Plan or the RSA, as applicable. The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan shall govern.

ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH ANTICIPATED EVENTS. THE SUMMARIES OF THE FINANCIAL INFORMATION AND THE DOCUMENTS TO THIS DISCLOSURE STATEMENT OR OTHERWISE INCORPORATED HEREIN BY REFERENCE ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THOSE DOCUMENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN, THE RSA, OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN, THE RSA, OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR IN ACCORDANCE WITH APPLICABLE LAW, THE DEBTORS ARE UNDER NO DUTY TO UPDATE OR SUPPLEMENT THIS DISCLOSURE STATEMENT.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESS. WHILE THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESS AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS OR ANY OTHER AUTHORIZED PARTY MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. THERE IS NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER SUCH DATE. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS OR INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED

HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE OR DISTRIBUTE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT, FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN AND THE RSA.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OR THE RSA OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY DISCLOSURE OR REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS OR INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT SUBMIT BALLOTS OR CONSENTS TO ACCEPT OR REJECT THE PLAN, WHO VOTE OR CONSENT TO REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE OR CONSENT ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE RESTRUCTURING TRANSACTIONS CONTEMPLATED THEREBY.

THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED HEREIN AND SET FORTH IN ARTICLE IX OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED, OR IF CONFIRMED, THAT THE CONDITIONS REQUIRED TO BE SATISFIED FOR THE PLAN TO GO EFFECTIVE WILL BE SATISFIED (OR WAIVED).

YOU ARE ENCOURAGED TO READ THE PLAN, THE RSA, AND THIS DISCLOSURE STATEMENT IN THEIR ENTIRETY, INCLUDING ARTICLE IX HEREIN, ENTITLED “RISK FACTORS” BEFORE SUBMITTING YOUR BALLOT TO VOTE ON OR CONSENT TO THE PLAN.

THE BANKRUPTCY COURT’S APPROVAL OF THIS DISCLOSURE STATEMENT (IF AND ONCE OBTAINED) DOES NOT CONSTITUTE A GUARANTEE BY THE BANKRUPTCY COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN. THE INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT IS INCLUDED FOR PURPOSES OF SOLICITING VOTES AND CONSENTS FOR A CONFIRMATION OF THE PLAN AND MAY NOT BE RELIED ON FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR ANY SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN REGULATORY AGENCY, NOR HAS THE SEC OR ANY OTHER AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DEBTORS HAVE SOUGHT TO ENSURE THE ACCURACY OF THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT; HOWEVER, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR INCORPORATED HEREIN BY REFERENCE HAS NOT BEEN, AND WILL NOT BE, AUDITED OR REVIEWED BY THE DEBTORS' INDEPENDENT AUDITORS UNLESS EXPLICITLY PROVIDED OTHERWISE HEREIN.

UPON CONFIRMATION OF THE PLAN, CERTAIN OF THE SECURITIES DESCRIBED OR OTHERWISE CONTEMPLATED IN THIS DISCLOSURE STATEMENT WILL BE ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (TOGETHER WITH THE RULES AND REGULATIONS PROMULGATED THEREUNDER, THE "SECURITIES ACT"), OR SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN LAWS IN RELIANCE ON THE EXEMPTION SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, SECTION 4(A)(2) OF THE SECURITIES ACT, REGULATION D PROMULGATED THEREUNDER, REGULATION S UNDER THE SECURITIES ACT, AND/OR OTHER AVAILABLE EXEMPTIONS FROM REGISTRATION. OTHER SECURITIES MAY BE ISSUED PURSUANT TO OTHER APPLICABLE EXEMPTIONS UNDER THE FEDERAL SECURITIES LAWS. IF EXEMPTIONS FROM REGISTRATION UNDER SECTION 1145 OF THE BANKRUPTCY CODE, SECTION 4(A)(2) OF THE SECURITIES ACT, REGULATION D PROMULGATED THEREUNDER, REGULATION S UNDER THE SECURITIES ACT, OR APPLICABLE FEDERAL SECURITIES LAW DO NOT APPLY, THE SECURITIES DESCRIBED OR OTHERWISE CONTEMPLATED IN THIS DISCLOSURE STATEMENT MAY NOT BE OFFERED OR SOLD EXCEPT UNDER A VALID EXEMPTION OR UPON REGISTRATION UNDER THE SECURITIES ACT. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF SECURITIES ISSUED UNDER THE PLAN CONSULT THEIR OWN LAWYER CONCERNING THEIR ABILITY TO FREELY TRADE SUCH SECURITIES IN COMPLIANCE WITH THE FEDERAL SECURITIES LAWS AND ANY APPLICABLE "BLUE SKY" LAWS. THE DEBTORS MAKE NO REPRESENTATION CONCERNING THE ABILITY OF A PERSON TO DISPOSE OF SUCH SECURITIES.

THE DEBTORS MAKE STATEMENTS IN THIS DISCLOSURE STATEMENT THAT ARE CONSIDERED FORWARD-LOOKING STATEMENTS UNDER FEDERAL SECURITIES LAWS. THE DEBTORS CONSIDER ALL STATEMENTS REGARDING ANTICIPATED OR FUTURE MATTERS, INCLUDING THE FOLLOWING, TO BE FORWARD-LOOKING STATEMENTS. ALTHOUGH THE DEBTORS BELIEVE THE EXPECTATIONS REFLECTED IN SUCH FORWARD LOOKING STATEMENTS ARE BASED ON REASONABLE ASSUMPTIONS, THE DEBTORS CAN GIVE NO ASSURANCE THAT THEIR EXPECTATIONS WILL BE ATTAINED, AND IT IS POSSIBLE THAT ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THOSE INDICATED BY THESE FORWARD LOOKING STATEMENTS DUE TO A VARIETY OF RISKS AND UNCERTAINTIES. FORWARD LOOKING STATEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, STATEMENTS ABOUT:

- THE DEBTORS' PLANS, OBJECTIVES, INTENTIONS, AND EXPECTATIONS;
- THE DEBTORS' BUSINESS STRATEGY;
- THE DEBTORS' FINANCIAL STRATEGY, BUDGET, AND PROJECTIONS;
- THE DEBTORS' FINANCIAL CONDITION, REVENUES, CASH FLOWS, AND EXPENSES;

- THE DEBTORS' LEVELS OF INDEBTEDNESS, LIQUIDITY, AND COMPLIANCE WITH DEBT COVENANTS;
- THE SUCCESS AND COSTS OF THE DEBTORS' OPERATIONS;
- UNCERTAINTY REGARDING THE DEBTORS' FUTURE OPERATING RESULTS;
- THE AMOUNT, NATURE, AND TIMING OF THE DEBTORS' CAPITAL EXPENDITURES;
- AVAILABILITY AND TERMS OF CAPITAL;
- GENERAL ECONOMIC AND BUSINESS CONDITIONS (INCLUDING WITH RESPECT TO NON-U.S. CURRENCY FLUCTUATIONS, TARIFFS, AND/OR TRADE NEGOTIATIONS, PARTICULARLY WITH RESEPCT TO ANY NON-U.S. MARKETS WHERE THE DEBTORS CONDUCT BUSINESS);
- EFFECTIVENESS OF THE DEBTORS' RISK MANAGEMENT ACTIVITIES;
- THE DEBTORS' COUNTERPARTIES CREDIT RISK;
- THE OUTCOME OF PENDING AND FUTURE LITIGATION CLAIMS OR ANY REGULATORY PROCEEDINGS;
- THE GOVERNMENTAL REGULATIONS AND TAXATION APPLICABLE TO THE DEBTORS, INCLUDING ANY CHANGES THERETO;
- THE POTENTIAL ADOPTION OF NEW GOVERNMENTAL REGULATIONS; AND
- THE DEBTORS' ABILITY TO SATISFY FUTURE CASH OBLIGATIONS.

STATEMENTS CONCERNING THESE AND OTHER MATTERS ARE NOT GUARANTEES OF THE REORGANIZED DEBTORS' FUTURE PERFORMANCE. THERE ARE RISKS, UNCERTAINTIES, AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE REORGANIZED DEBTORS' OR COMPANY'S ACTUAL PERFORMANCE OR ACHIEVEMENTS TO BE DIFFERENT FROM THOSE THEY MAY PROJECT, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE THE PROJECTIONS MADE HEREIN. THESE RISKS, UNCERTAINTIES, AND FACTORS MAY INCLUDE THE FOLLOWING: THE DEBTORS' ABILITY TO CONFIRM AND CONSUMMATE THE PLAN; THE POTENTIAL THAT THE DEBTORS MAY NEED TO PURSUE AN ALTERNATIVE TRANSACTION IF THE PLAN IS NOT CONFIRMED; THE DEBTORS' ABILITY TO REDUCE THEIR OVERALL FINANCIAL LEVERAGE; THE POTENTIAL ADVERSE IMPACT OF THE CHAPTER 11 CASES ON THE DEBTORS' OPERATIONS, MANAGEMENT, AND EMPLOYEES; THE RISKS ASSOCIATED WITH OPERATING THE DEBTORS' BUSINESS DURING THE CHAPTER 11 CASES; THE DEBTORS' INABILITY TO MAINTAIN RELATIONSHIPS WITH SUPPLIERS, EMPLOYEES, AND OTHER THIRD PARTIES AS A RESULT OF THIS CHAPTER 11 FILING OR THOSE PARTIES' FAILURE TO COMPLY WITH THEIR CONTRACTURAL OBLIGATIONS; CUSTOMER RESPONSES TO THE CHAPTER 11 CASES; THE DEBTORS' INABILITY TO DISCHARGE OR SETTLE CLAIMS DURING THE CHAPTER 11 CASES; GENERAL ECONOMIC, BUSINESS, AND MARKET CONDITIONS; CURRENCY FLUCTUATIONS; INTEREST RATE FLUCTUATIONS; PRICE INCREASES;

EXPOSURE TO LITIGATION; A DECLINE IN THE DEBTORS' MARKET SHARE DUE TO COMPETITION; THE DEBTORS' ABILITY TO IMPLEMENT COST REDUCTION INITIATIVES IN A TIMELY MANNER; FINANCIAL CONDITIONS OF THE DEBTORS' CUSTOMERS; ADVERSE TAX CHANGES; LIMITED ACCESS TO CAPITAL RESOURCES; CHANGES IN DOMESTIC AND FOREIGN LAWS AND REGULATIONS; THE POSSIBILITY THAT FOREIGN COURTS WILL NOT ENFORCE THE CONFIRMATION ORDER; TRADE BALANCE; NATURAL DISASTERS; PANDEMICS; GEOPOLITICAL INSTABILITY; GOVERNMENT SHUTDOWNS; AND THE EFFECTS OF GOVERNMENTAL REGULATION ON THE DEBTORS' BUSINESS.

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 PROJECTIONS AND FORWARD-LOOKING INFORMATION CONTAINED OR INCORPORATED BY REFERENCE HEREIN AND ATTACHED HERETO ARE ONLY ESTIMATES, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS AND ALLOWED INTERESTS, AMONG OTHER THINGS, 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.

RECOMMENDATION BY THE DEBTORS

EACH DEBTOR'S BOARD OF MANAGERS, BOARD OF DIRECTORS, DIRECTOR, MANAGING DIRECTOR, OR MANAGER, AS APPLICABLE, HAS APPROVED THE RESTRUCTURING TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THE DISCLOSURE STATEMENT. EACH DEBTOR BELIEVES THAT THE COMPROMISES CONTEMPLATED BY THE RESTRUCTURING TRANSACTIONS ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF EACH DEBTOR'S ASSETS, AND PROVIDE THE BEST RECOVERY TO THE DEBTORS' STAKEHOLDERS. AT THIS TIME, EACH DEBTOR BELIEVES THAT THE RESTRUCTURING TRANSACTIONS REPRESENT THE BEST ALTERNATIVE FOR ACCOMPLISHING THE DEBTORS' OVERALL RESTRUCTURING OBJECTIVES.

EACH OF THE DEBTORS THEREFORE STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS WHOSE VOTES ON AND CONSENTS TO THE PLAN ARE BEING SOLICITED ACCEPT THE PLAN BY RETURNING THEIR BALLOT AND/OR SUBMITTING A CONSENT (IN EACH CASE ACCEPTING THE PLAN) SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT (IN THE CASE OF A VOTE) OR THE INFORMATION AND TABULATION AGENT (IN THE CASE OF A CONSENT) NO LATER THAN THE VOTING DEADLINE (DECEMBER 11, 2025, AT 4:00 P.M. (PREVAILING CENTRAL TIME)) PURSUANT TO THE INSTRUCTIONS SET FORTH HEREIN AND IN THE SOLICITATION MATERIALS, INCLUDING IN YOUR BALLOT.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS

The Bankruptcy Court has not reviewed this Disclosure Statement or the Plan, and the securities to be issued pursuant to the Plan on or after the Effective Date will not have been the subject of a registration statement filed with the SEC under the Securities Act, any securities regulatory authority of any state under any state securities law ("Blue Sky Laws"), or the securities laws of any other jurisdiction. The Plan has not been approved or disapproved by the SEC, any state regulatory authority, or the regulatory authority of any jurisdiction and neither the SEC, any state regulatory authority, nor any other regulatory authority in any jurisdiction has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or the Plan. Any representation to the contrary is a criminal offense. The securities may not be offered or sold within the United States or to, or for the account or benefit of, United States persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable laws of other jurisdictions.

After the Petition Date, the Debtors will rely on section 1145(a) of the Bankruptcy Code to exempt from registration under the Securities Act and Blue-Sky Laws the offer, issuance, and distribution, if applicable, of securities under the Plan, and to the extent such exemption is not available, then such securities will be offered, issued, and distributed under the Plan pursuant to Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other applicable exemptions from registration under the Securities Act and any other applicable securities laws. Neither the Solicitation nor this Disclosure Statement constitutes an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized.

Securities issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered "restricted securities," will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act and may be subject to any additional restrictions on the transferability of such securities pursuant to the applicable underlying documentation.

EXCEPT TO THE EXTENT PUBLICLY AVAILABLE, THIS DISCLOSURE STATEMENT, THE DOCUMENTS ATTACHED TO THIS DISCLOSURE STATEMENT, THE PLAN, AND THE INFORMATION SET FORTH HEREIN AND THEREIN ARE CONFIDENTIAL. THIS DISCLOSURE STATEMENT, THE DOCUMENTS ATTACHED TO THIS DISCLOSURE STATEMENT, AND THE PLAN MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION CONCERNING THE DEBTORS, THEIR SUBSIDIARIES, AND THEIR RESPECTIVE DEBT AND SECURITIES. EACH RECIPIENT HEREBY ACKNOWLEDGES THAT IT (A) IS AWARE THAT THE FEDERAL SECURITIES LAWS OF THE UNITED STATES PROHIBIT ANY PERSON (AS DEFINED IN SECTION 101(41) OF THE BANKRUPTCY CODE, A "PERSON") WHO HAS MATERIAL NON-PUBLIC INFORMATION ABOUT A COMPANY, WHICH IS OBTAINED FROM THE COMPANY OR ITS REPRESENTATIVES, FROM PURCHASING OR SELLING SECURITIES OF SUCH COMPANY OR FROM COMMUNICATING THE INFORMATION TO ANY OTHER PERSON UNDER CIRCUMSTANCES IN WHICH IT IS REASONABLY FORESEEABLE THAT SUCH PERSON IS LIKELY TO PURCHASE OR SELL SUCH SECURITIES AND (B) IS FAMILIAR WITH THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "EXCHANGE ACT"), AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, AND AGREES THAT IT WILL NOT USE OR COMMUNICATE TO ANY PERSON OR ENTITY, UNDER CIRCUMSTANCES WHERE IT IS REASONABLY LIKELY THAT SUCH PERSON OR ENTITY IS LIKELY TO USE OR CAUSE ANY PERSON OR ENTITY TO USE, ANY CONFIDENTIAL INFORMATION IN CONTRAVENTION OF THE EXCHANGE

**ACT OR ANY OF ITS RULES AND REGULATIONS, INCLUDING RULE 10B-5
PROMULGATED THEREUNDER.**

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EXHIBITS³

EXHIBIT A	Plan of Reorganization
EXHIBIT B	RSA
EXHIBIT C	Financial Projections
EXHIBIT D	Liquidation Analysis
EXHIBIT E	Simplified Organizational Chart

³ Each Exhibit is incorporated herein by reference.

I. INTRODUCTION.

Kleopatra Finco S.à r.l. and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors” and, together with their non-Debtor affiliates, “Klöckner” or the “Company”), are pursuing proposed restructuring and recapitalization transactions (the “Restructuring Transactions”) pursuant to the terms and conditions set forth in that certain Restructuring Support Agreement by and among the Company and the Consenting Stakeholders (as may be amended, supplemented, or otherwise modified from time to time, and including all schedules, exhibits, and annexes thereto, the “RSA”), attached hereto as **Exhibit B**.

Pursuant to the RSA, the Debtors have launched a solicitation of votes and consents to accept or reject the *Joint Prepackaged Plan of Reorganization of Kleopatra Finco S.à r.l. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan” and, such solicitation, the “Solicitation”) ³ to Holders of First Lien Claims and Second Lien Claims. The Debtors intend to submit this disclosure statement (this “Disclosure Statement”) pursuant to section 1125 of the Bankruptcy Code, to Holders of First Lien Claims and Second Lien Claims in connection with the Solicitation. A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference.

In connection with the RSA, and to seek Confirmation and Consummation of the Plan, the Debtors intend to promptly commence voluntary cases (the “Chapter 11 Cases”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).

THE DEBTORS AND THE CONSENTING STAKEHOLDERS THAT HAVE EXECUTED THE RSA, ATTACHED HERETO AS EXHIBIT B, BELIEVE THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DEBTORS’ ESTATES, AND PROVIDE THE BEST AVAILABLE RECOVERY TO STAKEHOLDERS. AT THIS TIME, THE DEBTORS BELIEVE THE PLAN REPRESENTS THE BEST AVAILABLE OPTION FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE AND/OR CONSENT TO ACCEPT THE PLAN.

II. PRELIMINARY STATEMENT.

The Company intends to file these Chapter 11 Cases to implement a comprehensive financial restructuring that will enable it to continue its long history of innovation and success.

Klöckner began operating in 1965, when it was founded in Montabaur, Germany. In the decades that followed, Klöckner broadened its international footprint and, currently, Klöckner operates 27 manufacturing plants across 16 countries. Sixty years of growth brought Klöckner to where it is today: a leading global supplier of essential packaging products used by local and multinational businesses across industries from food packaging to medical devices, posting €1.8 billion in annual sales. Despite its history of strong operations, Klöckner has faced increasing pressure due to a multi-year contraction in its industry and its highly leveraged balance sheet. Klöckner intends to file these prepackaged chapter 11 cases to implement a comprehensive restructuring transaction outlined in the RSA that has been agreed to by the Debtors, the Consenting Bridge Lenders, the Consenting First Lien Secured Creditors, the Consenting

³ Capitalized terms used but not otherwise defined in this Disclosure Statement shall have the meaning ascribed to such terms in the Plan. The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern.

Second Lien Secured Noteholders, and the SVP Funds, a copy of which is attached hereto as **Exhibit B**, pursuant to which the Debtors will effectuate these Chapter 11 Cases. The key terms of the RSA include:

- the DIP Lenders will provide a €984 million DIP Facility that will provide the Debtors with €215 million in new money to fund the operations of these Chapter 11 Cases, with an additional €134 million of the proceeds of such financing to refinance the Bridge Loan Obligations upon entry of the Interim DIP Order;
- the DIP Facility will include a €635 million roll-up of First Lien Claims held by the DIP lenders effective upon each funding pursuant to the terms of the DIP Orders;
- each Holder of an Allowed First Lien Claim will receive: (i) its pro rata share of 100 percent of the New Equity Interests, subject to dilution on account of the Management Incentive Plan; or (ii) such reasonable equivalent value on account of the Alternative Instrument (if any);
- each Holder of an Allowed Second Lien Claim shall receive its *pro rata* share of an aggregate principal amount of €17.5 million of Exit Financing Loans or Notes in accordance with the Exit Facility Documents (which €17.5 million shall be in addition to the amount of the Exit Financing Loans or Notes provided to the DIP Lenders pursuant to Article II.C of the Plan);
- General Unsecured Claims will be unimpaired;
- KH2 Equity Interests and KPA Equity Interests will be cancelled; and
- customary Debtor and third party releases.

The RSA and Plan are structured to support the Company's ongoing commitment to its customers, business partners, and stakeholders while strengthening the business as a going-concern. With the support of their lenders and other key stakeholders, the Debtors seek authority to move through the chapter 11 process efficiently. The Debtors seek to proceed through these Chapter 11 Cases on an approximately 45-day timeline, subject to Court approval, to minimize disruption to the business and accrual of administrative expenses. The Debtors intend to use the proceeds of the DIP Facility to, among other things, facilitate a smooth landing into chapter 11 and fund go-forward business operations in the ordinary course, thereby preserving the value inherent in the Company without prejudicing the ability for any party to assert its rights in these Chapter 11 Cases.

The Debtors strongly believe that the deleveraging and liquidity-enhancing Restructuring Transactions contemplated by the RSA and the Plan are in the best interest of the Debtors' Estates and represent the best available alternative to the Company at this time. Given the Debtors' core strengths and strong customer relationships, the Debtors are confident that they can implement the Restructuring Transactions contemplated by the Plan and the RSA to ensure the Debtors' long-term viability. Ultimately, confirmation of the Plan will enable the Company to eliminate approximately €1.3 billion of funded debt obligations and emerge from chapter 11 in a better position than ever to remain a global leader in the rigid plastic film industry.

FOR THESE REASONS, THE DEBTORS STRONGLY RECOMMEND THAT HOLDERS OF CLAIMS ENTITLED TO VOTE ON AND/OR CONSENT TO THE PLAN VOTE AND/OR CONSENT TO ACCEPT THE PLAN.

III. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN.

A. What is chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equal treatment for similarly-situated creditors and equity holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. 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.”

Consummating a chapter 11 plan is the principal objective of a chapter 11 case. A bankruptcy court’s confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity holder of the debtor (whether or not such creditor or equity holder voted to accept the plan), and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor’s liabilities in accordance with the terms of the confirmed plan.

B. Why are the Debtors sending me this Disclosure Statement?

The Debtors are seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires that the Debtors prepare a disclosure statement containing adequate information sufficient to enable a hypothetical reasonable investor to make an informed decision regarding acceptance of the Plan and to share such Disclosure Statement with all Holders of Claims whose votes and consents on the Plan are being solicited. This Disclosure Statement is being submitted in accordance with these requirements.

C. Why are votes and consents being Solicited prior to Bankruptcy Court approval of the Disclosure Statement?

By sending this Disclosure Statement and soliciting votes and consents for the Plan prior to approval by the Bankruptcy Court, the Debtors are preparing to seek Confirmation of the Plan shortly after commencing the Chapter 11 Cases. The Debtors will ask the Bankruptcy Court to approve this Disclosure Statement on a final basis together with Confirmation of the Plan at the same hearing, which may be scheduled as shortly as forty-five (45) days after commencing the Chapter 11 Cases, all subject to the Bankruptcy Court’s approval and availability.

D. What are the Restructuring Transactions Under the Plan?

The RSA and the Plan contemplate a recapitalization of the Debtors, through which the Debtors will issue and distribute the New Equity Interests and enter into the Exit Facility.

E. Am I entitled to vote on and consent to the Plan?

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold and whether, for First Lien SFA Claims, you held that Claim or Interest as of the First Lien SFA Loans Voting Record Date (*i.e.*, as of October 30, 2025). For the First Lien Secured Noteholders and the Second Lien Secured Noteholders, the amount of your claims entitled to vote under the Plan is determined on the date you submit your vote. Each category of Holders of Claims or Interests, as set forth in Article III of the Plan pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, is referred to as a “Class.” Each Class’s respective voting status is set forth below:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	First Lien Claims	Impaired	Entitled to Vote and Consent
Class 4	Second Lien Claims	Impaired	Entitled to Vote and Consent
Class 5	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 6	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
Class 8	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 9	KH2 Equity Interests and KPA Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth above in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The Plan constitutes a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth therein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth in the Plan. Such groupings shall not affect any Debtor’s status as a separate legal Entity, change the organizational structure of the Debtors’ business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal Entities, or cause the transfer of any assets, and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal Entities after the Effective Date.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors’ or the Reorganized Debtors’ rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

The Consent Solicitation is directed only to those First Lien Secured Noteholders and Second Lien Secured Noteholders who are either (A)(i) “qualified institutional buyers” (as that term is defined in Rule

144A under the Securities Act) transacting in a private transaction in reliance upon an exemption from the registration requirements of the U.S. Securities Act, (ii) institutional “accredited investors” (within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13), under the Securities Act) or (iii) holders who are not “U.S. persons” (as that term is defined in Rule 902 under the U.S. Securities Act) that are outside the United States transacting in an offshore transaction in accordance with Regulation S under the Securities Act (and if they are resident in any member state of the European Economic Area (“EEA”), they are not “retail investors” in the EEA or if they are resident in the United Kingdom, they are not “retail investors” in the United Kingdom) (each such First Lien Secured Noteholder and Second Lien Secured Noteholder, an “Eligible Holder”), unless the Debtors in any instance otherwise agree. The Information and Tabulation Agent will require that First Lien Secured Noteholders and Second Lien Secured Noteholders certify that they are Eligible Holders in order for them to participate in the Consent Solicitation. Only First Lien Secured Noteholders and Second Lien Secured Noteholders who have certified that they are Eligible Holders are authorized to participate in the Consent Solicitation.

Eligible Holders seeking to participate in the Consent Solicitation shall (i) submit a valid electronic instruction notice in compliance with the requirements established by the Clearing Systems and (ii) comply with the other requirements specified in this Disclosure Statement.

F. Controversy Concerning Impairment.

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

G. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors’ or the Reorganized Debtors’ rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

H. What is the deadline to vote on or consent to the Plan?

The voting and consent deadline with respect to the Plan (the “Voting Deadline”) is December 11, 2025, at 4:00 p.m. (prevailing Central Time).

I. How do I vote for or against the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the ballots distributed to Holder of Claims that are entitled to vote on the Plan (the “Ballots”). For your vote to be counted, your Ballot must be properly completed, executed, and delivered as directed, so that the Ballot containing your vote is **actually received** by the Claims and Noticing Agent and the Information and Tabulation Agent (as applicable) **on or before the Voting Deadlines, i.e., December 11, 2025 at 4:00 p.m., prevailing Central Time.**

J. How do First Lien Secured Noteholders and Second Lien Secured Noteholders participate in the Consent Solicitation?

Eligible Holders who wish to participate in the Consent Solicitation should take the following actions:

Step 1: Electronic Consent Instruction.

Eligible Holders must submit an electronic blocking instruction in the form specified in the notice sent to Direct Participants (as defined herein) on or about the date of this Disclosure Statement informing Direct Participants of the procedures to be followed in order for Eligible Holders to participate in the Consent Solicitation (the “Clearing System Notice”) for submission by a financial institution that, as a direct participant in Euroclear or Clearstream, holds an interest in the First Lien Secured Notes and/or the Second Lien Secured Notes via book-entry in the records of Euroclear or Clearstream, as applicable, for its own account or directly or indirectly on behalf of a First Lien Secured Noteholder and/or a Second Lien Secured Noteholder (a “Direct Participant”) to the Information and Tabulation Agent via the relevant Clearing System and in accordance with the requirements of such Clearing System by the relevant deadline in order for Eligible Holders to be able to participate in the Consent Solicitation (an “Electronic Consent Instruction”) confirming the voting direction (including principal amount of First Lien Secured Notes and/or Second Lien Secured Notes held or beneficially owned), the name and address of the beneficial owner of the First Lien Secured Notes and/or Second Lien Secured Notes and a confirmation that the First Lien Secured Notes and/or the Second Lien Secured Notes subject to the instruction have been blocked.

The Electronic Consent Instruction shall be submitted with respect to the entire aggregate principal amount of First Lien Secured Notes and/or Second Lien Secured Notes held or beneficially owned by the Eligible Holders, and include an authorization to the relevant Clearing System to block the First Lien Secured Notes and/or the Second Lien Secured Notes in respect of which an Electronic Consent Instruction was submitted so that no transfers may be effected in relation to such First Lien Secured Notes and/or Second Lien Secured Notes at any time from and including the date on which such Eligible Holder submits its Electronic Consent Instruction until the earliest to occur of (i) the Voting Deadline and (ii) the date on which the relevant Eligible Holder validly submits a withdrawal notice.

Step 2: Receipt of First Lien Blocking Reference Number and Second Lien Blocking Reference Number.

Upon validly submitting an Electronic Consent Instruction in accordance with the procedure set forth under Step 1, each Eligible Holders will receive (i) if the relevant Eligible Holder is a First Lien Secured Noteholder, a unique blocking reference number in respect of the entire aggregate principal amount of First Lien Secured Notes held or beneficially owned by such Eligible Holder (a “First Lien Blocking Reference Number”) and (ii) if the relevant Eligible Holder is a Second Lien Secured Noteholder, a unique blocking reference number in respect of the entire aggregate principal amount of Second Lien Secured Notes held or beneficially owned by such Eligible Holder (the “Second Lien Blocking Reference Number”). Each Eligible Holder’s First Lien Blocking Reference Number (in the case of First Lien Secured Noteholders) and Second Lien Blocking Reference Number (in the case of Second Lien Secured Noteholders) will be generated by the relevant Clearing System to confirm that no transfers may be effected in relation to such Eligible Holder’s First Lien Secured Notes and/or Second Lien Secured Notes, as applicable, as set forth under Step 1.

Step 3: Submission of Class 3 Bond Ballot and Class 4 Ballot.

Eligible Holders must submit (i) if such Eligible Holder is a First Lien Secured Noteholder, a Class 3 Bond Ballot in accordance with the procedures set forth herein, including to the Information and Tabulation Agent’s e-mail address (velvet@glas.agency) by the Voting Deadline, which Class 3 Bond Ballot shall include such Eligible Holder’s First Lien Blocking Reference Number and (ii) if such Eligible Holder is a Second Lien Secured Noteholder, a Class 4 Ballot in accordance with the procedures set forth herein, including to the Information and Tabulation Agent’s email address (velvet@glas.agency) by the Voting Deadline, which Class 4 Ballot shall include such Eligible Holder’s Second Lien Blocking

Reference Number. Class 3 Bond Ballots must include a First Lien Blocking Reference Number in order to be validly completed. Class 3 Bond Ballots that do not include a First Lien Blocking Reference Number may be invalid and not be counted for voting purposes. Class 4 Ballots must include a Second Lien Blocking Reference Number in order to be validly completed. Class 4 Ballots that do not include a Second Lien Blocking Reference Number may be invalid and not be counted for voting purposes.

K. May I submit an Electronic Consent Instruction with respect to only a portion of the First Lien Secured Notes and/or Second Lien Secured Notes that I hold?

You may not submit an Electronic Consent Instruction with respect to only a portion of the First Lien Secured Notes and/or Second Lien Secured Notes held by you and you will be required to represent to the Debtors as a part of the Consent Solicitation that you have submitted an Electronic Consent Instruction with respect to all of the First Lien Secured Notes and/or Second Lien Secured Notes held by you.

L. How do First Lien Secured Noteholders and Second Lien Secured Noteholders revoke their Electronic Consent Instructions?

First Lien Secured Noteholders and Second Lien Secured Noteholders may revoke their Electronic Consent Instructions prior to the Voting Deadline by validly submitting an electronic withdrawal notice prior to (but not on or after) the Voting Deadline.

M. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on Confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan. Shortly after the commencement of the Chapter 11 Cases, the Debtors will request that the Bankruptcy Court schedule the Confirmation Hearing, at which time the Debtors will seek, among other things, Confirmation of the Plan. At the Confirmation Hearing, the Debtors will also seek Bankruptcy Court approval of this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code as containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and that the Debtors shared this Disclosure Statement with all Holders of Claims whose votes on and consents to the Plan are being solicited. All parties in interest will be served notice of the time, date, and location of the Confirmation Hearing once scheduled. The Confirmation Hearing may be adjourned from time to time without further notice.

N. What is the purpose of the Confirmation Hearing?

The purpose of the Confirmation Hearing is to seek approval of the Plan and this Disclosure Statement. If so approved, the Bankruptcy Court will have held that this Disclosure Statement has provided the Voting Classes with adequate information to make an informed decision as to whether to vote and/or consent to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

The confirmation of a plan of reorganization by a bankruptcy court binds the debtor, any issuer of securities under a plan of reorganization, any person acquiring property under a plan of reorganization, any creditor or interest holder of a debtor, and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan of reorganization discharges a debtor from any debt that arose before the confirmation of such plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

O. Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Claims and Noticing Agent, Stretto, by calling (833) 212-0915 (Toll free from US / Canada) OR +1 (949) 273-2457 (International), or e-mailing KPIquiries@Stretto.com with “In re: Kleopatra – Solicitation Inquiry” in the subject line or the Information and Tabulation Agent, by e-mail at Velvet@Glas.Agency. Copies of the Plan, this Disclosure Statement, and any other publicly-filed documents in the Chapter 11 Cases are available free of charge, as applicable, by: (a) visiting the Debtors’ restructuring website at <https://cases.stretto.com/Klockner> after the Petition Date; (b) emailing using KPIquiries@Stretto.com (with “In re: Kleopatra – Solicitation Inquiry” in the subject line) and/or Velvet@Glas.Agency; or (c) calling the Claims and Noticing Agent and/or the Information and Tabulation Agent at the number(s) listed above. You may also obtain copies of any pleadings filed in the Chapter 11 Cases via PACER at <https://www.pacer.gov> (for a fee).

P. What will I receive from the Debtors if the Plan is consummated?

The following chart provides a summary of the anticipated distributions to Holders of Claims or Interests under the Plan. Your ability to receive distributions under the Plan depends upon the ability of the Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, compromise, release, and discharge of and in exchange for such Holder’s Allowed Claim or Allowed Interest. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

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 Reorganized Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

Summary of Projected Distributions		
Class	Claim/Interest	Treatment of Claim / Interest
Class 1	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Other Secured Claim, at the option of the applicable Debtor or the Reorganized Debtor in consultation with the Required Consenting Senior Creditors, either: (i) payment in full in Cash of its Allowed Other Secured Claim; (ii) the collateral securing its Allowed Other Secured Claim; (iii) Reinstatement of its Allowed Other Secured Claim; or (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired.

Summary of Projected Distributions		
Class	Claim/Interest	Treatment of Claim / Interest
Class 2	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Class 3	First Lien Claims	Except to the extent that a Holder of an Allowed First Lien Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed First Lien Claim shall receive: (i) its <i>pro rata</i> share of 100 percent of the New Equity Interests, subject to dilution on account of the Management Incentive Plan; or (ii) such reasonable equivalent value on account of the Alternative Instrument (if any).
Class 4	Second Lien Claims	Except to the extent that a Holder of an Allowed Second Lien Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Second Lien Claim shall receive its <i>pro rata</i> share of an aggregate principal amount of €17.5 million of Exit Financing Loans or Notes in accordance with the Exit Facility Documents (which €17.5 million shall be in addition to the amount of the Exit Financing Loans or Notes provided to the DIP Lenders pursuant to Article II.C of the Plan).
Class 5	General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall, in full and final satisfaction of such General Unsecured Claim, either: (i) be Reinstated; or (ii) receive such other treatment rendering such General Unsecured Claims Unimpaired.
Class 6	Intercompany Claims	Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor or the Reorganized Debtor with the reasonable consent of the Required Consenting Senior Creditors, either: (i) Reinstated; (ii) adjusted, converted to equity, set off, settled, distributed, or contributed; (iii) discharged, cancelled, and released without any distribution on account of such Allowed Intercompany Claims; or (iv) otherwise addressed at the Debtors' election.
Class 7	Intercompany Interests	Each Allowed Intercompany Interest shall be, at the option of the applicable Debtor or the Reorganized Debtor with the reasonable consent of the Required Consenting Senior Creditors, either: (i) Reinstated; (ii) adjusted, converted to equity, set off, settled, distributed, or contributed; (iii) discharged, cancelled, and released without any distribution on account of such Intercompany Claims; or (iv) otherwise addressed at the Debtors' election.
Class 8	Section 510(b) Claims	On the Effective Date, all Section 510(b) Claims will be cancelled, released, discharged, extinguished, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.

Summary of Projected Distributions		
Class	Claim/Interest	Treatment of Claim / Interest
Class 9	KH2 Equity Interests and KPA Equity Interests	On the Effective Date, all KH2 Equity Interests and KPA Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or effect. Holders of KH2 Equity Interests and KPA Equity Interests shall receive no recovery or distribution on account thereof and each Holder of a KH2 Equity Interests and KPA Equity Interests shall not receive or retain any distribution, property, or other value on account of such KH2 Equity Interest.

Q. What will I receive from the Debtors if I hold an Allowed Administrative Claim, DIP Claim, Professional Fee Claim, or a Priority Tax Claim?

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

1. Administrative Claims.

Except with respect to the Professional Fee Claims, Restructuring Expenses, and except to the extent that a Holder of an Allowed Administrative Claim and the Debtors against which such Allowed Administrative Claim is asserted agree to less favorable treatment for such Holder, or such Holder has been paid by any Debtors on account of such Allowed Administrative Claim prior to the Effective Date, each Holder of an Allowed Administrative Claim will receive in full and final satisfaction of its Allowed Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative 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 Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative 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 Claim without any further action by the Holder of such Allowed Administrative Claim; (4) 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 (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

2. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

3. DIP Claims.

All DIP Claims shall be deemed Allowed as of the Effective Date in an amount equal to (a) the principal amount outstanding under the DIP Facility on such date, (b) all interest accrued and unpaid thereon to the date of payment, and (c) all accrued and unpaid fees, premiums, expenses, and non-contingent indemnification obligations payable under the DIP Documents and the DIP Orders.

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to less favorable treatment, each Allowed DIP Claim shall be, in full and final satisfaction of such Allowed DIP Claim: (i) refinanced into each holder's *pro rata* share of loans and/or notes under the Exit Facility in accordance with the DIP Documents and Exit Facility Documents, and (ii) solely in respect of the portion thereof comprising accrued and unpaid interest as of and through the Effective Date, paid in full in Cash.

Upon the satisfaction of the Allowed DIP Claims in accordance with the terms of the Plan, or other such treatment as contemplated by this Article II.C of the Plan, all guarantees provided and all Liens and security interests granted, in each case, to secure such obligations shall be automatically released, terminated, and of no further force and effect without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. The DIP Agent and the DIP Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Debtors or the Reorganized Debtors, as applicable.

4. Professional Fee Claims.

(a) Final Fee Applications and Payment of Professional Fee Claims.

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court Allows, including from the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed, and which Allowed amount shall not be subject to disallowance, setoff, recoupment, subordination, recharacterization, or reduction of any kind, including pursuant to section 502(d) of the Bankruptcy Code. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the amount of Professional Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of the Plan.

(b) Professional Fee Escrow Account.

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full pursuant to one or more Final Orders. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Allowed Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account. When all such Allowed Professional Fee Claims have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Professional Fee Amount.

Professionals shall reasonably estimate in good faith their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Confirmation Date, and shall deliver such estimate to the Debtors no later than three (3) Business Days before the

Effective Date; *provided* that such estimates shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or the Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

(d) Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors or the Reorganized Debtors as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or the Reorganized Debtors, as applicable, may employ and pay any Professional without any further notice to or action, order, or approval of the Bankruptcy Court.

5. Payment of Restructuring Expenses.

To the extent not otherwise paid, the Debtors or the Reorganized Debtors, as applicable, shall promptly pay in Cash in full outstanding and invoiced Restructuring Expenses as follows: (i) on the Effective Date, Restructuring Expenses incurred, or estimated to be incurred, during the period prior to the Effective Date to the extent invoiced to the Debtors at least three (3) Business Days in advance of the Effective Date following the Debtors' delivery of prior written notice of the date on which they anticipate the Effective Date will occur, and (ii) after the Effective Date, any unpaid Restructuring Expenses within five (5) Business Days of receiving an invoice; *provided* that such Restructuring Expenses shall be paid in accordance with the terms of any applicable engagement letters or other contractual arrangements without the requirement for the filing of retention applications, fee applications, or any other applications in the Chapter 11 Cases, and without any requirement for further notice or Bankruptcy Court review or approval; *provided further* that, to the extent timely invoiced, Restructuring Expenses that are not paid by the Debtors or the Reorganized Debtors, as applicable, within the timeframes set forth in this Article II.D of the Plan, such Restructuring Expenses shall not be deemed waived and shall be included in a subsequent invoice; *provided further* that the Debtors' and the Reorganized Debtors' obligations to pay the Restructuring Expenses shall be subject to the caps set forth in the definition of "Restructuring Expenses" in the Plan.

R. Are any regulatory approvals required to consummate the Plan?

At this time, the Debtors are evaluating which, if any, regulatory approvals are required to consummate the Plan. To the extent any such regulatory approvals or other authorizations, consents, rulings, or documents are necessary to implement and effectuate the Plan, however, it is a condition precedent to the Effective Date that they be obtained.

S. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance that the Debtors will be able to reorganize their business. It is possible that any alternative may provide Holders of Claims with less than they would have received pursuant to the Plan. For a more detailed description of the consequences of an extended Chapter 11 Case, or of a liquidation scenario, see Article IX.B of this Disclosure Statement, and the Liquidation Analysis attached hereto as **Exhibit D**.

T. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by “Confirmation,” “Effective Date,” and “Consummation?”

“Confirmation” of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that must be satisfied or waived before the Plan can go effective. Initial distributions to Holders of Allowed Claims will only be made on the date the Plan becomes effective—the “Effective Date”—or as soon as reasonably practicable thereafter, as specified in the Plan. “Consummation” of the Plan refers to the occurrence of the Effective Date. See Article VIII.D of this Disclosure Statement, entitled “Conditions Precedent to Confirmation and Consummation of the Plan,” for a discussion of conditions precedent to Confirmation and Consummation of the Plan.

U. What are the sources of Cash and other consideration required to fund the Plan?

The Debtors and the Reorganized Debtors, as applicable, shall fund distributions under the Plan and the Restructuring Transactions contemplated thereby with: (1) the Debtors’ Cash on hand as of the Effective Date; (2) the New Equity Interests; and (3) the loans under the Exit Facility. Each distribution and issuance referred to in Article VI 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. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Equity Interests, will be exempt from registration under the Securities Act, as described more fully in Article IV.M of the Plan.

V. Are there risks to owning the New Equity Interests upon the Debtors’ emergence from chapter 11?

Yes. See Article IX of this Disclosure Statement, entitled “Risk Factors,” for a discussion of such risks.

W. Is there potential litigation related to the Plan?

Parties in interest may object to the approval of this Disclosure Statement and may object to Confirmation of the Plan, which objections potentially could give rise to litigation. See Article IX.C.6 of this Disclosure Statement, entitled “The Reorganized Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases.”

In the event that it becomes necessary to confirm the Plan over the rejection of certain Classes, the Debtors may seek Confirmation of the Plan notwithstanding the dissent of such rejecting Classes. The Bankruptcy Court may confirm the Plan pursuant to the “cramdown” provisions of the Bankruptcy Code, which allow the Bankruptcy Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code. See Article XI.F of this Disclosure Statement, entitled “Confirmation Without Acceptance by All Impaired Classes.”

X. What is the Management Incentive Plan and how will it affect the distribution I receive under the Plan?

Following the Effective Date, the New Board shall adopt the Management Incentive Plan, which will provide for the grants of equity and equity-based awards to employees, directors, consultants, and other

service providers of the Reorganized Debtors, as determined at the discretion of the New Board. The terms and conditions, including with respect to participants, allocation, timing, and the form and structure of the equity or equity-based awards, shall be determined at the discretion of the New Board after the Effective Date.

Y. Does the Plan preserve Causes of Action?

The Plan provides for the retention of Causes of Action that are not expressly waived, relinquished, exculpated, released, compromised or settled.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, 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, and the Reorganized Debtors' rights to commence, prosecute, or settle such retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, 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

The Reorganized Debtors may pursue such retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the RSA, 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, as applicable, will not pursue any and all available retained Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all retained Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** The Reorganized Debtors may settle any such retained Cause of Action without further notice to or action, order, or approval of the Bankruptcy Court. Unless any retained Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all retained 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 retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation 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, any retained Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Reorganized Debtor, except as otherwise expressly provided in the Plan, including Article VIII of the Plan, or pursuant to Bankruptcy Court order. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such retained Causes of Action. 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 retained Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Z. Will there be releases, exculpation, and injunction granted to parties in interest as part of the Plan?

Yes, the Plan proposes to release the Released Parties and to exculpate the Exculpated Parties. The Debtor Release, Third-Party Release, exculpation, and injunction provisions included in the Plan are an

integral part of the Debtors' overall restructuring efforts and were an essential element of the negotiations among the Debtors and the Parties to the RSA in obtaining their support for the Restructuring Transactions.

The Released Parties and the Exculpated Parties have made or are expected to make substantial and valuable contributions to the Debtors' restructuring through efforts to negotiate and implement the Plan, which will maximize and preserve the going-concern value of the Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

The Releasing Parties are each of, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Lenders; (d) the Agents (including the DIP Agent); (e) Holders of First Lien Claims; (f) the members of the Ad Hoc Group; (g) the Consenting Senior Creditors; (h) Holders of Second Lien Claims; (i) the CastleKnight Funds; (j) the SVP Funds; (k) the Factors; (l) Holders of Claims or Interests who vote to accept the Plan or are presumed to accept the Plan and do not affirmatively opt out of the releases set forth therein; (m) Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan but do not affirmatively opt out of the releases set forth therein; (o) each current and former Affiliate of each Entity in clause (a) through the following clause (p); and (p) each Related Party of each Entity in clause (a) through clause (o); provided that, in each case, an Entity shall not be a Releasing Party if it: (i) affirmatively opts out of the releases in the Plan; or (ii) timely objects to the releases in the Plan and such objection is not resolved before the Confirmation Hearing.

The Released Parties are each of, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Lenders; (d) the Agents (including the DIP Agent); (e) Holders of First Lien Claims; (f) the members of the Ad Hoc Group; (g) the Consenting Senior Creditors; (h) Holders of Second Lien Claims; (i) the CastleKnight Funds; (j) the SVP Funds; (k) the Factors; (l) Holders of Claims or Interests who vote to accept the Plan or are presumed to accept the Plan and do not affirmatively opt out of the releases set forth herein; (m) Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the releases set forth therein; (n) Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan but do not affirmatively opt out of the releases set forth therein; (o) each current and former Affiliate of each Entity in clause (a) through the following clause (p); and (p) each Related Party of each Entity in clause (a) through clause (o); provided that, in each case, an Entity shall not be a Released Party if it: (i) affirmatively opts out of the releases in the Plan; or (ii) timely objects to the releases in the Plan and such objection is not resolved before the Confirmation Hearing.

The Debtor Release is a release of the Debtors' claims against third parties. By contrast, the Third-Party Release is a release of direct claims a Holder of a Claim or Interest has against the Debtors and third parties unless a Holder of such Claim or Interest affirmatively elects to opt out of the Third-Party Release. You may choose to opt out of the Third-Party Release. If you opt out of the Third-Party Release, you will not receive a release pursuant to the Plan.

Based on the foregoing, the Debtors believe that the releases, exculpation, and injunction provisions in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Fifth Circuit. Moreover, the Debtors will present evidence at the Confirmation Hearing to demonstrate the basis for and propriety of the release and exculpation provisions. The release, exculpation, and injunction provisions that are contained in the Plan are copied in pertinent part below.

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 (including any Intercompany Claims that the Debtors resolve or compromise after the Effective Date), 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 that employees of the Debtors have performed 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. Any default or “event of default” by the Debtors with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. Without prejudice to the distributions, rights, and treatment that are provided by 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, and, upon the Effective Date, all holders of such Claims and Interests shall be forever precluded and enjoined, pursuant to Section 524 of the Bankruptcy Code, from prosecuting or asserting any such Claim or Interest against the Debtors, Reorganized Debtors, or any of their assets or property.

2. Release of Liens.

Except as otherwise provided in the Exit Facility Documents, Factoring Program Documents, the Plan, the Confirmation Order, or any contract, instrument, release, or other agreement or document 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 the 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, benefit, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim 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, including the Agents/Trustees) and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such 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 reasonably 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 the Debtors.

Except as otherwise provided in the Plan or the Confirmation Order to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtors, their Estates, the Reorganized Debtors, and any Person seeking to exercise the rights of the Debtors or their Estates, including any successors to the Debtors or any Estates or any Estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action whatsoever, including any Avoidance Actions and any derivative Claims, asserted or assertable on behalf of any of the Debtors, Reorganized Debtors, and their Estates, whether liquidated or unliquidated, known or unknown, foreseen or unforeseen, matured or unmatured, asserted or unasserted, accrued or unaccrued, existing or hereafter arising, contingent or noncontingent, in Law, equity, contract, tort or otherwise, that the Debtors, their Estates, or the Reorganized Debtors, including any successors to the Debtors or any Estate representatives appointed or selected, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, the Reorganized Debtors, their Estates, or other Entity, or that any holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the Debtors' capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions, any related adversary proceedings, intercompany transactions between or among a Debtor and another Debtor or an Affiliate of a Debtor, the decision to file the Chapter 11 Cases, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into or filing of the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, any other Definitive Document or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the RSA, the Bridge Facilities, the

Bridge Facility Agreement, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan, any other Definitive Document, or any Restructuring Transactions before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Disclosure Statement or the Plan, the solicitation of votes with respect to the Plan, the Consent Solicitation, the pursuit of Confirmation, the pursuit of Consummation of the Restructuring Transactions, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date relating to any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any Causes of Action identified in the Schedule of Retained Causes of Action, *provided* that, for the avoidance of doubt, no Causes of Action against any Consenting Stakeholder shall be included on such Schedule of Retained Causes of Action, (ii) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or Agreement (including any Definitive Document, the Exit Facility Documents, the New Organizational Documents, and other documents set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, or (iii) any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

4. Releases by the Releasing Parties.

Except as otherwise provided in the Plan or the Confirmation Order to the contrary, on and after the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permitted under applicable law, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by each and every Releasing Party, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claims or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action arising at any time prior to the Effective Date, including any Avoidance Actions and any derivative claims assert, whether liquidated or unliquidated, known or unknown, foreseen or unforeseen, matured or unmatured, existing on or before the Effective Date, contingent or noncontingent, in law, equity, contract, tort, or otherwise, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that such Entities would have been legally entitled to assert in their own right

(whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor, the Reorganized Debtors, or their Estates or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, and their Estates (including the capital structure, management, ownership, or operation thereof), the Chapter 11 Cases, the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor or Affiliate of a Debtor, the decision to file the Chapter 11 Cases, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into, or Filing of the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Facility, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, any other Definitive Document or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Facility, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan, or the Plan Supplement, before or during the Chapter 11 Cases, or any Restructuring Transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable Law, the filing of the Chapter 11 Cases, the Disclosure Statement, or the Plan, the solicitation of votes with respect to the Plan, the Consent Solicitation, the pursuit of Confirmation, the pursuit of Consummation of the Restructuring Transactions, the administration and implementation of the Plan and the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Restructuring Transactions and/or Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date relating to any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including any Definitive Document, the Exit Facility Documents, the New Organizational Documents, and other documents set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, or (b) any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors

and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

5. Exculpation.

Notwithstanding anything contained in the Plan to the contrary, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or Third-Party Release, effective as of the Effective Date, no Exculpated Party shall have or incur liability or obligation for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim arising from the Petition Date through the Effective Date related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the RSA and related prepetition transactions, the Bridge Facilities, the Bridge Facility Agreement, the Definitive Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan, the Plan Supplement, the Restructuring Transactions, the DIP Facility, the DIP Documents, or any wind down transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) in connection with the RSA and related prepetition transactions, the Bridge Facilities, the Bridge Facility Agreement, the Definitive Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan, the Plan Supplement, the Restructuring Transactions, the DIP Facility, the DIP Documents, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation of the Restructuring Transactions, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

6. Injunction.

Except as otherwise expressly provided in the Plan or in the Confirmation Order, 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, Interests, or Causes of Action that have been extinguished, released, discharged, or are subject to exculpation, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, and the Released Parties: (1) 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, Interests, or Causes of Action; (2) 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, Interests, or Causes of Action; (3) 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, Interests, or Causes of Action; (4) 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 timely filed a motion with the Bankruptcy Court expressly requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim, Interest, or Cause of Action or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) 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, Interests, or Causes of Action released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article VIII.C, Article VIII.D, and Article VIII.E of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim not released or subject to exculpation under the Plan, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

For more detail, see Article VIII of the Plan, entitled “Settlement, Release, Injunction, and Related Provisions,” which is incorporated herein by reference.

AA. What Are the Consequences of Opting Out of the Releases Provided by the Plan?

If a Holder of a Claim or Interest opts out of the Third-Party Releases, such Holder will not be a “Releasing Party” and will preserve any direct Causes of Action that it may have against the Released Parties. Such Holder will also not be a “Released Party,” and, the Reorganized Debtors and any third party that is a Releasing Party will preserve all Causes of Action against such Holder.

Upon the Effective Date, the Reorganized Debtors will be vested with authority to commence, litigate, and settle any and all retained Causes of Action. By opting out of providing the Third-Party Releases under the Plan, a Holder also forgoes the opportunity to receive the Debtor Release under the Plan. As a result, after the Effective Date, the Reorganized Debtors may pursue any Causes of Action held by the Debtors that are preserved under the Plan against a Holder that opts out of the Third-Party Releases.

BB. Does the Bankruptcy Code protect against discriminatory treatment?

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

CC. Will the Company retain documents after any Effective Date?

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

DD. What is the effect of Reimbursement or Contribution?

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

EE. What is the effect of the Plan on the Debtors' capital structure?

Assuming that the Effective Date occurs and the Restructuring Transactions are successfully implemented, when the Debtors emerge from chapter 11 the Debtors' capital structure will look substantially similar to the following:⁴

<i>Funded Debt</i>	<i>Maturity</i>	<i>Amount Outstanding (in millions)</i>
Other Local (Super Senior) Debt	Varies	€13
Total Local (Super Senior) Debt		€13
Exit Facility	Jan-30	€1,064
Total Exit Facility		€1,064
<i>Total Debt Obligations</i>		<i>€1,077</i>

FF. What is the effect of the Plan on the Debtors' ongoing business?

The Debtors are reorganizing under chapter 11 of the Bankruptcy Code. As a result, the occurrence of the Effective Date of the Plan means that the Debtors will *not* be liquidated or forced to go out of business. Following Confirmation, the Plan will be consummated on the Effective Date, which is the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan; and (c) the Plan is declared effective by the Debtors. On or after the Effective Date, and unless otherwise provided in the Plan, the Reorganized Debtors may operate their business and, except as otherwise provided by the Plan, 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. Additionally, upon the Effective Date, all actions contemplated by the Plan will be deemed authorized and approved.

⁴ The Debtors' prepetition capital structure is included in Section IV.C.

GG. What is the effect of the Plan on the Debtors' factoring program?

All Factoring Program Superpriority Claims shall be Allowed Claims. On the Effective Date, unless otherwise agreed to by the Holder of a Factoring Program Superpriority Claim, any such claims arising under the Factoring Programs shall be paid in full in Cash on the Effective Date.

All Factoring Program Claims shall be Allowed Claims. On the Effective Date, unless otherwise agreed to by the Holder of a Factoring Program Claim, the Allowed Factoring Program Claims shall be Reinstated in accordance with the terms of the Factoring Program Documents, and the Debtors shall be authorized to execute any exit documentation to effectuate the continuation of the Factoring Programs after the Effective Date.

As of the Effective Date, all of the Liens and security interests to be granted by the applicable Debtors or Reorganized Debtors, as applicable in accordance with the Factoring Program Documents: (a) shall be deemed to be granted; (b) shall be legal, valid, binding, automatically perfected, non-avoidable, first-priority and enforceable Liens on, and security interests in, the applicable collateral specified in the Factoring Program Documents; and (c) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. To the extent provided in the Factoring Program Documents, the Factors are authorized to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The priorities of such Liens and security interests shall be as set forth in the Factoring Program Documents. The Factors shall be authorized to make all filings and recordings 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.

On the Effective Date, all reasonable and documented fees and out-of-pocket expenses incurred by the advisors to the Factors shall be paid in accordance with the Factoring Program Documents.

All Local Facilities Claims shall be Allowed Claims. On the Effective Date, the Allowed Local Facilities Claims shall be Reinstated and the Exit Facility Documents shall provide for and allow the continuation of the Local Facilities.

HH. Will any party have significant influence over the corporate governance and operations of the Reorganized Debtors?

On the Effective Date, the term of the current members of the board of directors or other Governing Body of each of the Company Parties shall expire, such current directors shall be deemed to have resigned, and all of the directors for the initial term of the New Board shall be appointed in accordance with the New Organizational Documents. The initial members of the New Board will be identified in the Plan Supplement, to the extent known at the time of filing. Each such member and officer of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors.

Assuming that the Effective Date occurs, Holders of Allowed Claims that receive distributions representing a substantial percentage of outstanding shares of the New Equity Interests may be in a position

to influence matters requiring approval by the holders of shares of New Equity Interests, including, among other things, the election of directors and the approval of a change of control of the Reorganized Debtors.

II. Do the Debtors recommend voting in favor of the Plan?

Yes. The Debtors believe that the Restructuring Transactions provide for a larger distribution to the Debtors' stakeholders than would otherwise result from any other available alternative. The Debtors believe that the Plan, which contemplates a significant deleveraging of the Debtors' balance sheet and will allow them to emerge from chapter 11 expeditiously, is in the best interest of all Holders of Claims or Interests, and that any other alternatives (to the extent they exist) fail to realize or recognize the value inherent under and pursuant to the Plan.

JJ. Who Supports the Plan?

The Plan is supported by the Debtors and the Ad Hoc Group, the CastleKnight Funds, and the SVP Funds that have executed the RSA.

IV. CORPORATE HISTORY AND BUSINESS OPERATIONS.

Klöckner is a leading global business-to-business supplier in the plastic film industry providing plastic products to businesses across industries from food packaging to medical devices. Klöckner has a celebrated sixty-year history of excellence and innovation. Its global operating platform is complemented by local capabilities, allowing it to offer specialized solutions to local businesses and manufacturers while maintaining the highest production standards for the packaging of pharmaceuticals, food, beverages, medical devices as well as other consumer, printing, and specialty applications.

A. Corporate History.

The Company is a premier global destination for manufacturers and other businesses with ordinary and specialized packaging needs. Its packaging solutions span from designing (a) the trays and films used to preserve prepared foods to (b) the plastic used to protect fragile medical devices, to (c) the films used in vinyl flooring, among others. Across all of its products Klöckner works to provide innovative and tailored solutions to meet consumers' needs. In recent years, the Company has strived to use more recycled and recyclable material with each evolution of its products and make its packaging more sustainable.

The Company was founded in Montabaur, Germany in 1965. It began exporting packaging solutions to the United States and Canada in 1970, and in 1977, the Company expanded its footprint to the United States with the opening of a manufacturing plant in Gordonsville, Virginia. The Company has continuously operated the manufacturing plant in Gordonsville since 1977 and has established deep roots in the community.

During the 1990s, the Company expanded its portfolio of products, including making key innovations in modified atmosphere packaging ("MAP") technology. Klöckner's sustainable MAP technology reduces the amount of oxygen inside packaging and modifies its internal atmosphere, which extends the shelf life of fresh foods such as meat and fish. This technology also leverages a more efficient, automated production and utilizes recycled plastics.

At the same time, the Company began to make strategic acquisitions to accelerate efforts to expand its global operations. These acquisitions included Roxan GmbH, Aerni-Leuch, AG, and Stanley Smith Ltd. In 1996, kpEurope formed a joint venture with a subsidiary of Hoechst AG known as Kalle Hartfolien GmbH to create Kalle Pentaplast GmbH. Fueled by these acquisitions, the Company established itself as a

leading global manufacturer of high-quality rigid and flexible packaging, as well as printing and specialty solutions. In the 2000s, Klöckner continued its expansion through additional acquisitions and the construction of four new manufacturing facilities.

The Company maintained consistent growth through the 2010s. In 2012, a group of investors led by Strategic Value Partners, LLC (“SVP”) acquired Klöckner. SVP injected approximately €190 million of equity capital as part of its acquisition. SVP’s equity investment allowed the Company to, among other things, establish their first “i.center” in Charlottesville, Virginia. Since then, the Company has also opened an i.center in Girona, Spain. These i.centers are among the industry’s first packaging technology centers, and they allow the Company to work collaboratively with its customers to test and assess designs. The availability of these state of the art i.center’s enable customers to reduce the time it takes to design and choose packaging, which reduces costs and shortens product-to-market release times.

In 2017, the Company acquired LINPAC Senior Holdings Ltd (“LINPAC”), an international market leader in food packaging. As part of the LINPAC acquisition, Klöckner also acquired LINPAC subsidiary Infia. Infia is a market leading provider of sustainable fresh fruit and vegetable packaging with two main manufacturing plants in Italy and Spain. The LINPAC acquisition added a new dimension to the Company’s value proposition for customers by enhancing its research and development capabilities and expanding its plastic packaging business with a full portfolio of new technologies, solutions, and formulations.

The Company initiated additional strategic changes between 2015 and 2016 including:

- In 2015, the Klöckner facility located in Ville D’Anjou, Canada relocated to Montreal, Canada. The new facility provided increased space and improved building layout for internal logistics and safety.
- In 2016, Klöckner announced a capacity expansion at its Gendorf, Germany film manufacturing plant. This expansion increased production capabilities to meet the growing demand of the shrink label market. Shrink label is a plastic label that wraps around products such as soda, hairspray, and sunscreen. This expanded facility was able to launch two new shrink label products as a result of its increased capacity.
- In 2016, the Company built a new slitting line in Cotia, Brazil. Slitting lines are machines that take large rolls of material and cut them up into smaller pieces. The new line increased slitting capacity by around 4,000 tons per year.
- In 2016, Klöckner acquired Farmamak. Farmamak was a leading rigid film solution provider in Turkey with €47 million in sales and 230 employees. This acquisition materially expanded Klöckner’s presence in Turkey and the Middle East.

Through six decades of growth and innovation, the Company has positioned itself on the cutting edge of the plastic packaging industry by anticipating and meeting the developing needs of its customers.

B. The Company’s Business and Operations.

Today, Klöckner has over 5,000 employees and operates 27 manufacturing plants in 16 countries. These employees are essential to Klöckner’s business, which operates two primary divisions: Food Packaging (“FP”) and Pharma, Health & Protection and Durables (“PHD”). The products offered by the two divisions are grouped into seven portfolios: (i) Food Packaging, (ii) Pharma and Nutraceutical, (iii) Medical Device, (iv) Consumer Packaging, (v) Labels, (vi) Cards and Graphics, and (vii) Home Building

and Construction. Despite decades of growth, the Company has consistently maintained its focus on excellence and innovation, by continuing to invest in the development of novel products across all seven product portfolios. For example, the Company invested in Pentaform technology, which uses heat and vacuum technology to take plastic film and make the rigid packaging used to protect products like toothbrushes, and in kp FlexiLam®, which is formulated to create a seal capable of protecting and preserving food and extending its shelf life.

1. Klöckner's Product Portfolios.

(a) Klöckner Food Packaging Range ("Food Packaging").

Klöckner creates an expansive range of the food packaging products that consumers rely on every day. Shoppers can find Klöckner's packaging throughout a typical grocery store. Klöckner designs and produces the clear plastic trays, films, and light plastic containers (*i.e.*, punnets) used to preserve chopped salads, fresh pasta, sliced meats, cheese, and fruit. Klöckner's Food Packaging designs, including its sustainable MAP technology, keep food fresh for longer, reduce contamination risks, and are aesthetically pleasing.

(b) Klöckner Barrier Films for Pharma and Medical ("Pharma and Nutraceutical").

The Pharma and Nutraceutical portfolio specializes in packaging solutions for pharmaceutical and nutraceutical (*i.e.*, dietary and nutritional supplements) products. Klöckner's innovative kpNext® blister packaging design, the shell-like packaging with separate pill-shaped air pockets, is valued for its tamper-resistant and protective design. Klöckner also produces industry-leading product-specific design innovations, like packaging specifically designed for gummy vitamins.

(c) Klöckner Medical Device Packaging Films ("Medical Device").

Klöckner designs and produces tailor-made rigid films to protect fragile medical devices, such as the plastic trays used to store forceps, syringes, and catheters.

(d) Klöckner Consumer Packaging ("Consumer Packaging").

Klöckner has also been a leading supplier of packaging films for a variety of consumer products for over 50 years. These products include the innovative Pentaform technology used to keep toothbrushes, razors, and other items safe between manufacture and use.

(e) Klöckner Label Films ("Label").

Klöckner produces easy-to-use and easy-to-print shrink sleeve film used to wrap and label a large variety of products from batteries to beauty supplies.

(f) Klöckner Films for Cards and Graphics Applications ("Cards and Graphics").

The Cards and Graphics business line creates credit and debit cards, point-of-purchase displays, store banners, and cosmetic gift sets. Card-specific films are designed to provide durability, vibrant graphics, and brand appeal. Klöckner also produces the plastic films used to produce tags and signage such as the "do not disturb" signs on hotel room doors or the "keep off the grass" signs used on people's lawns.

(g) ***Klöckner Construction, Home, and Building Films (“Home Building and Construction”).***

Klöckner’s Home Building and Construction business line creates decorative films that cover a variety of materials, including luxury vinyl floors, cabinetry, and furniture. Construction films are formulated for specialty and industrial application. For example, Klöckner produces a curved plastic film that protects pipe insulation from moisture, acid, grease, and oil.

2. Research and Development at the Company.

Klöckner has achieved its position as an innovation leader in each of its product markets by investing approximately \$15 million annually on research and development (“R&D”). Klöckner focuses on two primary types of research and development: traditional R&D and i.centers.

(a) ***Traditional Research and Development.***

Klöckner has innovation hubs focused on R&D in (i) Gebze, Turkey, (ii) Pontivy, France, (iii) Bukowice, Poland, (iv) Bern, Switzerland, (v) Gendorf, Germany, (vi) Girona, Spain, (vii) Featherstone, United Kingdom, (viii) Pravia, Spain, and (ix) Charlottesville, United States. Teams at these innovation hubs work on product development with a focus on using material science to innovate product design. The FP R&D teams are also focused on food packaging sustainability, and they have helped Klöckner launch food trays, rigid films, and flexible films that use more sustainable materials and reduce the Company’s use of less sustainable components such as foam trays in food packaging.

(b) ***i.center’s.***

Klöckner’s i.centers are collaborative technology spaces where Klöckner works alongside customers to develop packaging solutions. The centers include testing labs where Klöckner and customers work together with Company technicians to develop products. The i.centers offer holistic services, including: (i) specific packaging design and prototyping needs; (ii) analytics, regarding topics such as distribution and total cost of ownership; (iii) trainings and webinars on topics including characteristics of particular materials and the packaging processes; (iv) regulatory consulting and compliance testing; and (v) onsite support.

Klöckner’s i.centers are a one-stop-shop with a unique approach to research, development, and innovation that foster close relationships between the Company and its customer base, and give the Company a competitive edge in the plastic packaging market.

3. Strengths and Strategies of the Company.

(a) ***Strengths.***

The Company is a global leader in its attractive, resilient and growing end-markets.

- The Company’s product portfolio is indexed to and strategically invested towards accelerating trends in growing end-markets.
- The Company successfully leverages the high barriers to entry in its industries and its strong innovation capabilities to position itself as a value-added material sciences solutions partner.

- The Company benefits from a stable and highly diversified customer base with long-standing relationships.
- The Company has a demonstrated track record of delivering operational improvements and improving its margins, supported by its strong pricing discipline and active pricing tools.
- The Company believes that it is an industry leader in providing sustainable packing solutions with a strong focus on ESG principles.
- The Company benefits from accelerating improved margins and high cash flow conversion, driven by its operational efficiency measures and well-invested asset base.
- The Company has an experienced management team implementing a highly effective business organization.

(b) Strategies.

The Company believes that it has developed market-leading strategies that will support its financial performance and results of operations, especially following the approval and implementation of the Plan:

- Focus on the Company's fastest-growing, highest value-added and most resilient markets and geographies, leveraging increased demand for innovative and sustainable products.
- Continuing to make value-accretive growth investments and selectively expanding the Company's geographical footprint.
- Increasing the Company's share of its customers' packaging spend and strengthening its customer relationships through innovation.
- Continuing to drive sustainability and ESG standards for the industry.
- Continuing to execute on the Company's operational efficiency program.
- Retaining the Company's focus on pricing excellence and margin accretion.
- Continuing to drive free cash flow generation to support progressive deleveraging.

C. The Company's Prepetition Capital Structure.

As of the Petition Date, the Company has approximately €2.32 billion in total funded debt obligations. The relative amounts and priorities of each debt obligation set forth herein are as follows:

<i>Funded Debt</i>	<i>Maturity</i>	<i>Amount Outstanding (in millions)</i>
Other Local (Super Senior) Debt	Varies	€13
Total Local (Super Senior) Debt		€13
Bridge Facilities	October 2025	€134
Total Bridge Facilities		€134
Additional Term Loan	February 2026	€58
Revolving Credit Facility	January 2026	€118
EUR Term Loan	February 2026	€630
USD Term Loan	February 2026	€638
First Lien Secured Notes	March 2026	€412
Total First Lien Senior Secured Debt		€1,855
Second Lien Secured Notes	September 2029	€317
Total Second Lien Senior Secured Debt		€317
<i>Total Debt Obligations</i>		<i>€2,319</i>

1. Bridge Facilities and Forbearance Agreement.

To address the liquidity needs described below, on August 27, 2025, Kleopatra Finco S.à r.l. and Infia Midco 2 Limited (the “Bridge Facilities Borrowers”), Infia Midco 2 Limited, Infia Midco 1 Limited, and Klöckner Pentaplast of America, Inc. (the “Bridge Facilities Guarantors” and, together with the Bridge Facilities Borrowers, the “Bridge Facilities Obligors”), Jefferies Capital Services, LLC as the Fronting Lender and Wilmington Savings Fund Society, FSB, as agent and security agent (the “Bridge Facilities Agent”), entered into a facilities agreement (as amended and/or amended and restated and/or supplemented from time to time, including pursuant to an amendment agreement, dated October 8, 2025, entered into between the Bridge Facilities Borrowers, the Consenting Lenders (as defined therein) and the Bridge Facilities Agent, the “Bridge Facilities Agreement”). Following signing of the Bridge Facilities Agreement, commitments under the agreement were syndicated to the Ad Hoc Group and additional Holders of First Lien SFA Loans and First Lien Secured Notes (the “Bridge Facilities Lenders”). Pursuant to the Bridge Facilities Agreement, the Company received €112 million in additional liquidity, which was secured by a collateral package, including shares in Infia Midco 2 Limited and Infia Midco 1 Limited and U.S. based certain real estate assets.

Despite this additional liquidity, the Company was not going to have the funds necessary to make certain interest payments coming due on August 30, 2025 under the Senior Facilities Agreement (as defined below) and on September 1, 2025 under the First Lien Secured Notes Indenture and the Second Lien Secured Notes Indenture (each as defined below).⁵ In light of that, at the same time as the Bridge Facilities Agreement was consummated, the Company executed a forbearance agreement with approximately 81.9% in the aggregate of the Holders of the First Lien Claims (the “Forbearing Creditors”). The Forbearing Creditors executed the agreement, pursuant to which they agreed to refrain from exercising certain remedies with respect to, among other things, the missed interest payments under the Senior Facilities Agreement and the First Lien Secured Notes Indenture (the “Forbearance Agreement”). While certain Forbearing

⁵ The First Lien Secured Notes Indenture, the Second Lien Secured Notes Indenture, and the Senior Facilities Agreement includes a 30-day grace period, applicable to defaults for missing an interest payment, before a default becomes an Event of Default.

Creditors held Second Lien Secured Notes, this Forbearance Agreement did not address the missed interest payments under the Second Lien Secured Notes Indenture.

2. Additional Term Loan Facility.

As discussed below, in early 2025, the Company and its stakeholders were exploring a wide range of strategic alternatives, including potential investments from various stakeholders within the Company's capital structure. With liquidity waning, on February 4, 2025, Kleopatra Finco, as the company, and Kondoa Rock S.à r.l., an affiliate of SVP, as additional facility lender (the "Facility B2 Lender") entered into an additional facility notice (the "Additional Facility Notice"). Pursuant to the Additional Facility Notice, the Facility B2 Lender provided the Company with an additional term loan facility in euro, in an aggregate principal amount equal to €50 million (the "Additional Term Loan"). The Additional Term Loan accrues interest paid-in-kind at a rate per annum equal to EURIBOR plus 17.25%, which interest rate was meant to provide a yield equivalent to that of the other existing First Lien SFA Loans. The Additional Term Loan matures in February 2026. As of the Petition Date, approximately €58 million is outstanding under the Additional Term Loan.

3. Revolving Credit Facility.

On February 9, 2021, Kleopatra Finco entered into that certain senior facilities agreement, by and among the Mandated Lead Arrangers (as defined therein), J.P. Morgan SE, as agent, and Deutsche Bank AG, London Branch, as security agent (as amended and/or amended and restated and/or supplemented from time to time including pursuant to (i) an amendment and restatement agreement, dated August 8, 2022 entered into between Kleopatra Finco as the company, the Third Party Security Providers (as defined therein) and the Agent, (ii) a notice of structural adjustment, dated 22 January 2022 between Kleopatra Finco and the Agent, (iii) an additional facility loan notice, dated 10 May 2024 entered into between Kleopatra Finco, J.P. Morgan S.E. as additional facility lender, and the Agent and (iv) the Additional Facility Notice (as defined below) (the "Senior Facilities Agreement"). Pursuant to the Senior Facilities Agreement, the Original Revolving Facility Lenders (as defined in the Senior Facilities Agreement) provided the Company with a multicurrency revolving credit facility with a base currency amount equal to €120 million (the "Revolving Credit Facility"). The Revolving Credit Facility accrues interest at a rate per annum equal to EURIBOR / SOFR plus 4.25%–4.75%, the exact percentage within the range is determined based on the Senior Secured Net Leverage Ratio (as defined in the Senior Facilities Agreement) (subject to an ESG ratchet). The Revolving Credit Facility matures in January 2026. As of the Petition Date, approximately €118 million is outstanding under the Revolving Credit Facility.

4. EUR Term Loan.

Pursuant to the Senior Facilities Agreement, the Facility B (EUR) Lenders (as defined in the Senior Facilities Agreement) made available to the Company a EUR term loan facility in euro, in an aggregate principal amount equal to €600 million (the "EUR Term Loan"). The EUR Term Loan accrues interest at a rate per annum equal to EURIBOR plus 4.25%–4.75%, the exact percentage within the range is determined based on the Senior Secured Net Leverage Ratio (as defined in the Senior Facilities Agreement) (subject to an ESG ratchet). The EUR Term Loan matures in February 2026. As of the Petition date, approximately €630 million is outstanding under the EUR Term Loan.

5. USD Term Loan.

Pursuant to the Senior Facilities Agreement, the Facility B (USD) Lenders (as defined in the Senior Facilities Agreement) made available to the Company a US Dollar term loan facility, in an aggregate principal amount equal to €624 million (the "USD Term Loan" and, together with the Revolving Credit

Facility, the EUR Term Loan, and the Additional Term Loan the “First Lien SFA Loans”). The USD Term Loan accrues interest at a rate per annum equal to Term SOFR + USD Credit Adjustment Spread plus 4.25%–4.75%, the exact percentage within the range is determined based on the Senior Secured Net Leverage Ratio (as defined in the Senior Facilities Agreement) (subject to an ESG ratchet). The USD Term Loan matures in February 2026. As of the Petition date, approximately €637 million is outstanding under the USD Term Loan.

6. First Lien Secured Notes.

On February 12, 2021, Kleopatra Finco S.à r.l. entered into that certain Senior Secured Notes Indenture, by and among: (a) itself, as issuer; (b) certain of its subsidiaries pursuant to the Senior Secured Notes Indenture, as guarantors; (c) Deutsche Trustee Company Limited, as trustee; (d) Deutsche Bank AG, London Branch, as principal paying agent and security agent; and (e) Deutsche Bank Luxembourg S.A., as registrar and transfer agent (as may be further amended, restated, supplemented, or otherwise modified from time to time, the “First Lien Secured Notes Indenture”). The First Lien Secured Notes Indenture provides for the issuance of (i) €400 million initial aggregate principal amount of 4.25% Euro-denominated Senior Secured Notes due 2026 (the “Initial First Lien Secured Notes”) and (ii) additional Senior Secured Notes in accordance with the terms thereof (the “Additional First Lien Secured Notes” and together with the Initial First Lien Secured Notes, the “First Lien Secured Notes”). As of the Petition Date, the First Lien Secured Notes accrue interest at a rate per annum equal to 4.25% in cash. As of the Petition Date, there are €412 million outstanding First Lien Secured Notes.

7. Second Lien Secured Notes.

On February 12, 2021, Kleopatra Holdings 2 S.C.A. entered into that certain Senior Notes Indenture, by and among (a) itself, as issuer, (b) certain of its subsidiaries pursuant to the Senior Notes Indenture (as defined below), as guarantors; (c) Deutsche Trustee Company Limited, as trustee; (d) Deutsche Bank AG, London Branch, as security agent and paying agent; and (e) Deutsche Bank Luxembourg S.A., as registrar and transfer agent (as may be further amended, restated, supplemented, or otherwise modified from time to time, the “Senior Notes Indenture”). The Senior Notes Indenture originally provided for the issuance of (i) €300 million of 6.25% senior notes due 2026 (the “Senior Notes”) and (ii) additional senior notes in accordance with the terms thereof (the “Additional Senior Notes” and together with the Initial Senior Notes, the “Senior Notes”). On April 22, 2025, Kleopatra Finco S.à r.l. entered into that certain Second Lien Secured Notes Indenture, dated as of April 22, 2025, by and among (a) Kleopatra Finco S.à r.l., as issuer, (b) certain of its subsidiaries pursuant to the Second Lien Secured Notes Indenture (as defined below), as guarantors; (c) GLAS Trust Company LLC, as trustee, principal paying agent, registrar and transfer agent; and (d) Deutsche Bank AG, London Branch, as security agent (as may be further amended, restated, supplemented, or otherwise modified from time to time, the “Second Lien Secured Notes Indenture”). Pursuant to the Second Lien Secured Notes Indenture, the liability of Kleopatra Holdings 2 S.C.A. under the Senior Notes Indenture and the Senior Notes was novated and assigned to Kleopatra Finco S.à r.l., the Senior Notes were amended and restated by Kleopatra Finco S.à r.l. as Second Lien Secured Notes due 2029 (the “Second Lien Secured Notes”) and the Senior Notes Indenture was amended and restated in its entirety by the Second Lien Secured Notes Indenture. As of the Petition Date, the Second Lien Secured Notes accrue interest at a rate per annum equal to (i) 6.50% in cash plus (ii) 2.50% in kind. As of the Petition Date, there are €317 million outstanding Second Lien Secured Notes.

8. Factoring.

As is customary in the Debtors’ industry, Klöckner utilizes factoring arrangements to obtain near-term liquidity and eliminate the risk of non-payment due to Klöckner’s customers’ insolvency or other

financial inability to pay on invoices with extended payment terms. Certain Debtors and non-Debtor Klöckner entities are party to fourteen (14) accounts receivable factoring agreements (each a “Factoring Agreement”) with Coface Finanz GmbH (“Coface”) and Factofrance (each a “Factor” and together the “Factors”). Coface is the sole Factor on eleven (11) Factoring Agreements, Factofrance is the sole Factor on two (2) Factoring Agreements, and Coface and Factofrance are co-Factors on the remaining Factoring Agreement. Six (6) of the Klöckner entities party to Factoring Agreements are Debtors (the “Participants”). As explained in more detail in the Factoring Motion, when the Klöckner entities party to the Factoring Agreements generate receivables for goods sold to their customers located in certain countries (the “Receivables”), they are then obligated to offer to sell those Receivables to the Factors. The Factors must then purchase Receivables that meet certain criteria related to, among other things, payment terms, governing law, and the creditworthiness of the customer (collectively, the “Factoring Program”). All customer payments on account of Receivables eligible for purchase by the Factors must be made into designated deposit accounts that are owned and maintained by Klöckner but are controlled by the Factors (the “Pledged Accounts”). The Factors are not obligated to purchase additional Receivables if the advanced amount for purchased Receivables outstanding exceeds a certain threshold (in each instance, an “Overall Limit”). Subject to other limitations under the Factoring Agreements, Coface’s Overall Limit is approximately \$350 million and Factofrance’s Overall Limit is approximately \$93 million. Any Receivables that Klöckner offers for sale but are ultimately not purchased are assigned, pledged, or charged as security for Klöckner’s obligations under the Factoring Program. Payment on account of non-purchased Receivables must be paid to the Pledged Accounts.

Klöckner has engaged in the Factoring Program in the ordinary course of its business since 2009, and Klöckner has sold and serviced over \$5 billion of Receivables since January 2022. The Factoring Program is critical to supporting the Debtors’ working capital and other liquidity needs. Klöckner can access liquidity almost immediately after a Factor purchases a Receivable, and Klöckner’s collectability risk is eliminated for purchased Receivables. Absent the Factoring Program, Klöckner would face an immediate liquidity loss of approximately \$5.6 million per day as Klöckner has 60-day or longer payment terms with many of its customers. Accordingly, without the Factoring Program, the Debtors would face a near-term liquidity shortfall of approximately \$280 million and would be forced to seek a commensurate increase in the DIP Facility, resulting in a significantly higher cost of capital.

V. EVENTS LEADING TO THESE CHAPTER 11 CASES.

A. Prepetition Challenges.

1. February 2021 Refinancing.

In 2020, the Company’s annual interest expenses totaled approximately €95 million. This interest expense was related to the following outstanding debt: (i) a senior secured term loan issued in 2017 with a maturity date of June 30, 2022 that had approximately €1.4 billion outstanding as of December 31, 2020; (ii) a €150 million revolving credit facility entered into in 2017 with a maturity date of May 31, 2022 that remained fully undrawn as of December 31, 2020; and (iii) various other bank borrowings totaling €72 million. In February of 2021, the Company’s EBITDA was at an all-time high, which was driven in part due to lower raw material costs, volumes remaining resilient during the COVID-19 pandemic, an increase in price-cost spread in 2020, and productivity increases.

The Company took advantage of its strong performance and financial position as well as prevailing strong conditions in the financial markets to refinance substantially all of its capital structure and extend its upcoming maturities by entering into (i) the Senior Facilities Agreement providing the Revolving Credit Facility, the USD Term Loan, and the EUR Term Loan, (ii) the First Lien Secured Notes Indenture

providing for the issuance of the First Lien Secured Notes, and (iii) the Senior Notes Indenture providing for the issuance of the Senior Notes (the entry into the foregoing agreements and the issuance of debt thereunder, the “2021 Refinancing”). The proceeds from the 2021 Refinancing were used to repay substantially all outstanding funded debt of the Company, refinance certain intra-group loans, and pay related refinancing costs and fees (including prepayment premia and original issue discount).

The proceeds of the 2021 Refinancing provided the Company with capital to invest in its operations and other capital expenditures but increased the Company’s overall funded debt from approximately €1.4 billion to approximately €1.9 billion. At the time of the 2021 Refinancing, the Company believed that, with continued investment, it would grow into its larger capital structure, anticipating that servicing its debt would require approximately €300 million of annual EBITDA. While this target seemed achievable at the time particularly in light of Klöckner’s recent performance and maturity runway of five years, as discussed in detail below, beginning in mid-2022 a protracted industry contraction and related industry headwinds hindered the Company’s growth and even led to a modest contraction. In 2022, the Company’s EBITDA only reached €262 million. This trend continued through the present with approximately €190 million EBITDA projected for 2025.

For the reasons explained below, the Company has struggled to meet its debt service obligations under its existing funded debt obligations, including ~€79 million and ~\$70 million of annual interest expense and €1.9 billion of maturities coming due between January and March 2026.

2. Industry Headwinds.

From mid-2020 through mid-2022, Germany’s manufacturing industry was in full swing experiencing some of the highest growth in the industry since 2008. Notwithstanding a momentary contraction in 2020 caused by the COVID-19 pandemic, the plastics industry experienced historically high levels of customer demand through early 2022. But by late-2022/early-2023, industry demand returned to pre-pandemic levels and by mid-2023, the industry demand had contracted nearly as low as it had been in 2009, a low point in the industry.⁶

⁶ S&P Glob., *HCOB Germany Mfg. PMI: Prod. Growth Quickest for Nearly Three-and-a-Half-Years in August* (September 1, 2025), <https://www.pmi.spglobal.com/Public/Home/PressRelease/cf8776c262004f1fb8b425c562f2838f>.

HCOB Germany Manufacturing PMI

sa, >50 = improvement since previous month



Sources: HCOB, S&P Global PMI.

There were multiple reasons for the decreased industry demand and resulting contraction. Many of the businesses and manufacturers Klöckner works with increased orders during the COVID-19 pandemic. This was particularly true for the Company's pharmaceutical customers—many of whom purchased six to eight months of supply in advance. While this was beneficial for the Company in the short-term, subsequently, many of the Company's customers slowed their orders due to excess inventory on-hand. Other macroeconomic conditions, also had a negative effect on the business. For example, in 2025, uncertainty over tariff changes caused customers to engage in a “wait-and-see” approach to orders, modestly depressing demand.

At the same time, the plastic materials industry (due, in large part, to advances in technologies) began facing increasing competition from alternative solutions, such as glass and aluminum packaging providers. The increased competition came at a time when demand due to overstocking was already low, and further increased the amount of similar products businesses and manufacturers could use to package their goods. Ultimately, this exacerbated already low demand levels, intensifying competition within the packaging industry.

Another persistent challenge for the Company has been raw material cost inflation. By September 2022, inflationary pressures depressed the Company's adjusted EBITDA margins by approximately 11% (from the 12.6% and 16.2% achieved in 2019 and 2020, respectively). To address these issues, beginning in 2022, the Company took steps to pass raw material cost increases to customers. By 2023 and 2024, while the Company demonstrated significant success in passing along inflationary costs, passthrough measures (such as the Company's) contributed to the reduced customer demand across the materials industry.

3. Liquidity Constraints.

While the Company was unable to grow into its capital structure following the 2021 Refinancing, additional strain was put on the Company's liquidity due to depressed earnings in the years that followed. The Company received a €150 million equity infusion from SVP in May 2023 to support its operations, but by April 2024, it became clear that the Company would struggle to meet its ongoing debt service obligations and its 2026 maturities. In 2024 and into 2025, the Company sought a regular way refinancing of its capital structure, but by early 2025 certain of the Company's stakeholders determined that a regular-way refinancing was not feasible in light of the Company's performance, amount of outstanding debt, and increased interest rates. The Company then shifted its focus to potential amend-and-extend transactions. Compounding matters, the Company's credit rating was downgraded by Moody's and S&P due to the looming maturities and high debt leverage ratio, creating additional difficulty in obtaining financing. Due to both the downgrade and the unsuccessful refinancing discussions, credit insurance agencies began to withdraw coverage and suppliers began to demand stricter terms, in some instances requiring cash in advance.

The Company's liquidity constraints and downgrade also triggered Deutsche Bank's termination of the Company's cash pooling agreement and related automated cash pooling system as of May 15, 2025. After the automatic cash pooling system was terminated, the Company was forced to design a new manual cash management system to ensure the continuity of operations across the affected entities. Unsurprisingly, the manual cash pooling system was a costlier system to implement—both administratively and financially—and caused further liquidity issues as cash balances that would have been previously available on a daily basis were instead swept on a weekly basis under the manual cash pooling system, effectively restricting the Company's intra-week access to such cash.

In the months leading up to the Chapter 11 Cases, negative news about the Company began to affect Klöckner's relationships with its customer base. As the Company worked with customers on its 2026 volume allocations, many customers signaled that they would like to diversify their supply source and decrease their volumes going forward. Concurrently, Klöckner's competitors began to compete more directly for Klöckner's customer base.

Around the same time, an increasing number of suppliers were pushing to shift their terms from cash on delivery to cash in advance, while others began to delay deliveries until receiving past due payments. These supply changes resulted in the Company facing daily multi-line stoppages in certain of their production lines. The confluence of these events intensified the pressure on Klöckner's cash position and ability to meet its obligations.

Further, the Company implemented risk mitigation measures that, while permitted under the Factoring Agreements, had a negative effect on the Company's liquidity position. These risk mitigation measures have made the Factoring Program more costly for Klöckner and reduced the amount of immediate liquidity available to the Company. Under the Factoring Agreements, the Factors are entitled to maintain a "Purchase Price Reserve" which is a percentage of the nominal amount of a purchased Receivable that is withheld from the purchase price paid to Klöckner. The Purchase Price Reserve is only released to Klöckner upon payment by the customer or if the customer does not pay within 150 days after the due date and does not contest the Receivable in this period. Among other changes, in September 2025, the Factors increased the Purchase Price Reserve for future Receivables, which resulted in an approximately €12 million negative impact on Klöckner's liquidity position over the course of the following month.

B. Prepetition Initiatives and the Path Forward in Chapter 11.

1. Engagement with Stakeholders.

In 2024, as discussed above, the Company was facing mounting pressure due to the upcoming maturities, the overall amount of debt on the Company, industry headwinds, and the downgrading of the Company's credit rating. Accordingly, the Company explored a potential refinancing to provide itself runway. Discussions included, among other things, an incremental equity investment and a reduction in the outstanding balance of the debt burdening the Company. For a variety of reasons, the parties were unable to reach agreement on the terms of a refinancing.

As discussed previously, on February 21, 2021, the Company had issued Senior Notes that had a maturity date in 2026. At the end of 2024 and leading into 2025, the Company and certain of its key stakeholders engaged in negotiations regarding the Senior Notes. As a result of these negotiations, the Company and its stakeholders, including SVP and significant holders of the Senior Notes, agreed to the terms of an amend and extend transaction for the Senior Notes (the "Second Lien Transaction"). Pursuant to this Second Lien Transaction, on April 22, 2025, Kleopatra Holdings 2 S.C.A.'s liability under the Senior Notes and Senior Notes Indenture was novated and assigned to Kleopatra Finco S.à r.l. in the form of the Second Lien Secured Notes with an extended maturity from 2026 to 2029. Noteholders also received credit support in the form of second liens on the collateral granted under the First Lien SFA Loans and the First Lien Secured Notes. Completion of the Second Lien Transaction enabled the Company to resolve the upcoming maturity of the Senior Notes in 2026 and strengthened the Company's position for negotiating an amend and extend transaction for the First Lien SFA Loans and the First Lien Secured Notes.

During these negotiations, the Company continued to struggle to meet its debt service obligations as they came due. To address this issue and support liquidity while the Company continued to explore certain strategic alternatives, on February 4, 2025, the Company incurred the Additional Term Loan under the Senior Facilities Agreement in an amount equal to €50 million.

Following the Second Lien Transaction, in the second and third quarters of 2025, the Company and its stakeholders extensively negotiated the terms of a potential amend and extend transaction in respect of Klöckner's first lien debt. The proposed transaction had the support of the Ad Hoc Group and the Sponsor and contemplated a significant new money equity investment from the Company's existing stakeholders. In July 2025, the Company revised its forecasted 2025 EBITDA to €231 million, well below the €288 million EBITDA forecast in January 2025. This continued downward trend in the Company's overall performance made it more challenging to provide new equity financing to the Company and the parties were not able to consummate the amend and extend transaction. Accordingly, at the beginning of August, the parties pivoted towards negotiating interim financing and a comprehensive restructuring transaction instead.

At this time, liquidity was waning, and, as discussed previously, the Company was not able to meet the interest payments that were coming due under the Senior Facilities Agreement, the First Lien Secured Notes Indenture, and the Second Lien Secured Notes Indenture. Heading into the end of August 2025, the Company faced a near-term liquidity shortfall which, absent immediate funding and support from the parties under the Senior Facilities Agreement and the First Lien Secured Noteholders, would have forced the Company into a freefall bankruptcy. To address this liquidity need, on August 27, 2025, the Company entered into the Bridge Facilities Agreement pursuant to which it received €112 million in additional liquidity. The Bridge Facilities was led by members of the Ad Hoc Group and was open to and included additional holders of First Lien Claims, including SVP. The Company also executed the Forbearance Agreement at this time to address the interest payments that were coming due and ensure that its assets

would be protected from lenders taking enforcement actions, which would impede the Debtors' ability to negotiate a restructuring with their stakeholders as a collective group.

It was clear to the Company and the Bridge Facilities Lenders as they executed the Bridge Facilities that, in order to allow the Company to retain liquidity and stave off liquidation, the comprehensive restructuring would have to be rapidly negotiated during a limited window of time. The Bridge Facilities Agreement included a milestone that required the Company to execute an RSA with the Majority Lenders⁷ by September 24, 2025 (the "RSA Milestone"). The Bridge Facilities Agreement contemplated that the Company could extend the RSA Milestone by two weeks in exchange for a fee equal to 2.00% of the outstanding balance of the Bridge Facilities, payable in kind. The Debtors extended the RSA Milestone to October 8, 2025, in accordance with the terms of the Bridge Facilities agreement. Then, on October 7, the Debtors and the Bridge Facilities Lenders amended the Bridge Facilities Agreement to amend the RSA Milestone to October 15, 2025 in exchange for a fee equal to 3.00% of the outstanding balance of the Bridge Facilities, payable in kind. Over the ensuing weeks, the RSA milestone was further extended. These extensions enabled the Company to continue its good faith negotiations with the Ad Hoc Group and also reach consensus with the other parties to the RSA.

2. Restructuring Support Agreement.

After securing runway through the Bridge Facilities, the Company immediately and simultaneously explored a range of transaction alternatives, including both out of court and in-court transactions that might be supported by Ad Hoc Group at a minimum and, if possible, the Company's other key constituents. With €190 million in EBITDA and funded debt obligations of €2.31 billion, the Company believes that distributable value is unlikely to exceed the amount of its first lien debt. Initially, in light of the RSA Milestone, the Company focused their efforts primarily on reaching an agreement on terms with the members of the Ad Hoc Group. At the same time, Klöckner believes that the most value-maximizing outcome for their estates and their stakeholders is a consensual transaction among all the major stakeholders. For that reason, the Debtors and the Ad Hoc Group also engaged with SVP and CastleKnight, Management LP, representing the two largest holders of Second Lien Secured Notes. Ultimately, those discussions culminated in execution of the RSA on November 4, 2025. The Restructuring Transactions outlined in the RSA are supported by the Holders of over two-thirds of the Bridge Facilities Claims, the Holders of over two-thirds of First Lien Claims, and the Holders of over two-thirds of the Second Lien Claims. The Restructuring Transactions and the commitments for the DIP Facility in the aggregate principal amount of approximately €215 million of new money term loans (the "DIP Facility") will support the Company's operations during chapter 11 and ensure a smooth and timely exit from chapter 11.

The RSA contemplates the following:

- the DIP Lenders will provide a €984 million DIP Facility that will provide the Debtors with €215 million in new money to fund the operations of these Chapter 11 Cases, with an additional €134 million of the proceeds of such financing to refinance the Bridge Loan Obligations upon entry of the Interim DIP Order;

⁷ The "Majority Lenders" as defined in the Bridge Facilities Agreement are lenders whose EUR Term Loan commitments and whose USD Term Loan commitments aggregate more than 50% of: (i) the sum of the total EUR Term Loan commitments and the USD Term Loan commitments; and (ii) the total additional facility commitments that may be provided under the Bridge Facilities Agreement.

- the DIP Facility will include a €635 million roll-up of First Lien Claims held by the DIP lenders effective upon each funding pursuant to the terms of the DIP Orders;
- each Holder of an Allowed First Lien Claim will receive: (i) its pro rata share of 100 percent of the New Equity Interests, subject to dilution on account of the Management Incentive Plan; or (ii) such reasonable equivalent value on account of the Alternative Instrument (if any);
- each Holder of an Allowed Second Lien Claim shall receive its *pro rata* share of an aggregate principal amount of €17.5 million of Exit Financing Loans or Notes in accordance with the Exit Facility Documents (which €17.5 million shall be in addition to the amount of the Exit Financing Loans or Notes provided to the DIP Lenders pursuant to Article II.C of the Plan);
- General Unsecured Claims will be unimpaired;
- KH2 Equity Interests and KPA Equity Interests will be cancelled; and
- customary Debtor and third party releases.

The RSA contains the following milestones:

- No later than one (1) calendar day after the Petition Date, the Company Parties shall file this Disclosure Statement and the Plan;
- No later than the date that is three (3) Business Days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered the Interim DIP Order;
- The Company Parties shall deliver to the Consenting Stakeholders a fully financed confirmation for the Agreement Effective Period (*Durchfinanzierungsbestätigung*) and not-obviously futile confirmation (*Nichtaussichtslosbescheinigung*) for each German Entity issued by the Restructuring Expert as soon as reasonably possible, but in any event no later than fourteen (14) calendar days after the Petition Date;
- No later than the date that is thirty (30) calendar days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered the Final DIP Order;
- The Company Parties shall deliver to the Consenting Stakeholders a first draft of the Restructuring Opinion as soon as reasonably possible but in any event no later than the date that is thirty (30) calendar days after the Petition Date;
- No later than the date that is forty-five (45) calendar days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered the Confirmation Order;

- The Company Parties shall deliver to the Consenting Stakeholders a final draft of the Restructuring Opinion as soon as reasonably possible but in any event no later than the date that is forty-five (45) calendar days after the Petition Date; and
- No later than the date that is ninety (90) calendar days after the Petition Date the Effective Date shall have occurred; *provided* that, if necessary regulatory approvals associated with the Restructuring Transactions remain pending as of such date, this Milestone shall automatically extend for another thirty (30) calendar days.

To limit business interruption and maximize Klöckner's ability to achieve its long-term operational and financial goals, it is critical that the Company move through these chapter 11 cases as efficiently as possible.

3. The Proposed DIP Facility.

The DIP Facility is the best (and only) financing alternative available to the Debtors and the only financing the Debtors' secured lenders will support. The DIP Facility also forms an integral component of the RSA, which provides for a comprehensive and highly consensual restructuring of the Company's balance sheet. To confirm that no other party was willing to provide junior debtor-in-possession financing or debtor-in-possession financing otherwise on better terms, in the weeks preceding the Petition Date, the Company launched a targeted "market test" process to gauge third-party interest in providing debtor-in-possession financing. The Company contacted third parties that specialize in special situation direct lending to solicit interest in extending financing on the timeline and in the quantum required. In total, the Company contacted 13 parties, none of whom executed confidentiality agreements. Ultimately no other party expressed an interest in providing financing to the Debtors. Without access to the DIP Facility, the Debtors would be unable to fund immediate term operational cash needs.

The DIP Facility is essential to the Debtors' ability to continue operations and administer these Chapter 11 Cases and are an integral component of the transaction. The sizing of the DIP Facility was driven by (i) the quantum of "stretched" vendor and supplier payments that remained unpaid, (ii) the liquidity needed to operate the Debtors' business in the ordinary course, (iii) the amount required to refinance the Bridge Facilities; and (iv) the incremental cost of administering these Chapter 11 Cases.

The Debtors require immediate access to the additional liquidity provided through the DIP Facility. Based on the Debtors' forecast, the Debtors anticipate that absent the funds available from the DIP Facility, they will hit a liquidity shortfall in the first week of these chapter 11 cases and, consequently, would face a value-destructive interruption to their business and lose support from key customers, stakeholders, and vendors on whom the Debtors' business depends.

VI. MATERIAL DEVELOPMENTS AND ANTICIPATED EVENTS OF THE CHAPTER 11 CASES.

A. First Day Relief.

On the Petition Date, along with their voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Petitions"), the Debtors will file several motions (the "First Day Motions") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations, by, among other things, easing the strain on the Debtors' relationships with employees, vendors, and customers following the commencement of the Chapter 11 Cases.

The First Day Motions, and all orders for relief entered in the Chapter 11 Cases, will be available free of charge upon written or other request to the Claims and Noticing Agent by: (a) emailing the Claims and Noticing Agent at KPIInquiries@Stretto.com with a reference to “In re: Kleopatra – Creditor Inquiry” in the subject line; (b) visiting the Debtors’ restructuring website at <https://cases.stretto.com/Klockner>; or (c) calling the Claims and Noticing Agent toll-free at (833) 212-0915 or +1 (949) 273-2457 (international). You may also obtain copies of any pleadings filed in the Chapter 11 Cases via PACER at <https://www.pacer.gov> (for a fee) upon filing.

B. Proposed Confirmation Schedule.

Under the RSA, the Debtors agreed to certain case milestones to ensure an orderly and timely implementation of the Restructuring Transactions. It is imperative that the Debtors proceed swiftly to Confirmation of the Plan and emergence from these Chapter 11 Cases to mitigate uncertainty among employees, customers, and vendors, minimize disruptions to the Company’s business, and curtail professional fees and administrative costs. Expeditious Confirmation of the Plan and Consummation of the Restructuring Transactions is in the best interests of the Debtors, their Estates, and their stakeholders.

Pursuant to the agreed upon milestones, the Debtors must obtain Confirmation of the Plan within forty-five (45) calendar days of the Petition Date. Accordingly, the Debtors have proposed the following key case dates, subject to Court approval and availability:

Event	Date/Timing
First Lien SFA Loans Voting Record Date	October 30, 2025
Solicitation Launch Date	November 4, 2025
Petition Date	November 4, 2025
Plan, Disclosure Statement, and Solicitation Materials to be filed with the Bankruptcy Court	November 5, 2025
First Day Hearing	November 5, 2025
Entry of the Interim DIP Order	November 8, 2025
Initial Plan Supplement Deadline	December 4, 2025
Entry of the Final DIP Order	December 5, 2025
Voting Deadline Objection Deadline Opt-Out Deadline	December 11, 2025
Confirmation Hearing	December 16, 2025
Effective Date	February 2, 2026

VII. THE DEBTORS’ RSA AND PLAN.

A. The RSA.

On November 4, 2025, after months of arm’s-length, good faith negotiations overseen by the Debtors’ Special Committee, the Debtors, and the Consenting Stakeholders, including holders representing, in the aggregate, over two-thirds of the Bridge Facilities Claims, over two-thirds of the First Lien Claims,

and over two-thirds of the Second Lien Claims executed the RSA. Pursuant to the RSA, the Consenting Stakeholders and the Debtors agreed, subject to the terms and conditions thereof, to support a recapitalization transaction that will: (a) allow the Debtors to successfully emerge from chapter 11 with a rightsized balance sheet; (b) resolve Company liabilities in a manner that maintains the Debtors' ability to deliver their valuable products to their customer base; and (c) provide DIP and exit financing to support the Company during the chapter 11 proceedings and as a going-concern upon emergence. Such Restructuring Transactions are embodied in the Plan on which the Company will launch solicitation contemporaneously with the delivery of this Disclosure Statement to the Voting Classes. The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan shall govern.

With a deal in hand, the Debtors will commence the Chapter 11 Cases to gain access to the DIP Facility and implement the terms of the RSA. The Debtors are committed to consummating the comprehensive recapitalization transaction embodied in the RSA and emerging from these Chapter 11 Cases with a stronger balance sheet and the financial flexibility to continue providing their customers with top-tier service into the future. This transaction is supported by creditors throughout the Debtors' capital structure and would allow the Debtors to emerge quickly from chapter 11. It is critical that the Debtors move through their chapter 11 process as efficiently as possible to limit the administrative cost and burden on the Debtors' businesses imposed by the chapter 11 process. Upon emergence from chapter 11, the Debtors will have a stronger balance sheet and increased flexibility to conduct their operations and invest in the enterprise going forward. For detailed information on the terms of the RSA, see Article II of this Disclosure Statement.

B. The Plan.

The Plan contemplates the following key terms, among others described herein and therein:

1. General Settlement of Claims and Interests.

As discussed in detail herein and as otherwise provided in the Plan, 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, Interests, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies by and among the Debtors, the Consenting Stakeholders, the DIP Lenders, and each of the Agents/Trustees pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors, their Estates, and Holders of Claims against and Interests in the Debtors. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims in any Class are intended to be, and shall be, final.

2. Restructuring Transactions.

On or before the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or Reorganized Debtors, as applicable, shall consummate the Restructuring Transactions and are authorized in all respects to take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan and the Restructuring Steps Plan, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation,

restructuring, conversion, disposition, transfer, arrangement, continuance, formation, organization, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, and the RSA; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, and the RSA and having other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state Law, including any applicable New Organizational Documents; (4) the issuance and distribution of the New Equity Interests; (5) the consummation of the Exit Facility, including the execution, delivery, and filing of all Exit Facility Documents; (6) the reservation of the MIP Shares; (7) the continuation of the Factoring Programs, including the execution, delivery, and filing of any and all Factoring Program Documents necessary to effectuate such continuation; (8) such other transactions that are required to effectuate the Restructuring Transactions, including any transactions set forth in the Restructuring Steps Plan; (9) any transactions with or in respect of KH1, Kleopatra Intermediate, and Kleopatra Senior Holdings GP S.à. r.l. (Luxembourg) necessary or desirable to implement the steps set forth in the Restructuring Steps Plan; and (10) 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 in connection with the Plan.

The Confirmation Order shall, and shall be deemed to, pursuant to both sections 363 and 1123 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. The Confirmation Order shall authorize the Debtors, the Reorganized Debtors, and the Consenting Stakeholders, as applicable, to undertake the Restructuring Transactions contemplated by the Plan, the RSA, and the other Definitive Documents.

3. The Reorganized Debtors.

On the Effective Date, the New Board shall be established and each Reorganized Debtor shall adopt its New Organizational Documents. The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan. Cash payments to be made pursuant to the Plan will be made by the Debtors or the Reorganized Debtors, as applicable. The Debtors and Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Debtors or the Reorganized Debtors, as applicable, to satisfy their obligations under the Plan. Except as set forth herein or as otherwise provided for in the Restructuring Steps Plan, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

4. Sources of Consideration for Plan Distributions.

The Debtors and the Reorganized Debtors, as applicable, shall fund distributions under the Plan and the Restructuring Transactions contemplated thereby with: (1) the Debtors' Cash on hand as of the Effective Date; (2) the New Equity Interests; and (3) the loans or notes under the Exit Facility. Each distribution and issuance referred to in Article VI 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. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Equity Interests, will be exempt from registration under the Securities Act, as described more fully in Article IV.M of the Plan.

(a) Use of Cash.

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand to fund distributions to Holders of Allowed Claims, consistent with the terms of the Plan.

(b) New Equity Interests.

New Kleo Holdco or Reorganized KH2, as applicable, shall be authorized to issue the New Equity Interests pursuant to the New Organizational Documents. The issuance of the New Equity Interests, including equity awards reserved for the Management Incentive Plan, shall be authorized without the need for any further corporate action or without any further action by the Debtors or Reorganized Debtors. On the Effective Date, the New Equity Interests shall be issued and distributed as provided for in the Restructuring Steps Plan pursuant to, and in accordance with, the Plan.

All of the shares (or comparable units) of New Equity Interests issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of New Equity Interests 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, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Equity Interests shall be deemed as its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms. The New Equity Interests will not be registered under the Securities Act or listed on any exchange as of the Effective Date and will not meet the eligibility requirements of DTC, Euroclear, and/or Clearstream. Additional information relating to the applicability of the securities law is available in Article IV.M of the Plan.

(c) Exit Facility.

On the Effective Date, the Reorganized Debtors shall enter into the Exit Facility, pursuant to the Exit Facility Documents. Confirmation of the Plan shall constitute (a) approval of the Exit Facility and the Exit Facility Documents; and (b) authorization for the Debtors and the Reorganized Debtors, as applicable, to take any and all actions necessary or appropriate to consummate the Exit Facility, including executing and delivering the Exit Facility Documents, in each case, without any further notice to or order of the Bankruptcy Court. On the Effective Date, the Exit Facility shall be issued and distributed as provided for in the Restructuring Steps Plan pursuant to and in accordance with, this Plan.

As of the Effective Date, all of the Liens and security interests to be granted by the Debtors or Reorganized Debtors, as applicable in accordance with the Exit Facility Documents: (a) shall be deemed to be granted; (b) shall be legal, valid, binding, automatically perfected, non-avoidable, first-priority, and enforceable Liens on, and security interests in, the applicable collateral specified in the Exit Facility Documents; and (c) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. To the extent provided in the Exit Facility Documents, the Exit Facility Agent is authorized to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The priorities of such Liens and security interests shall be as set forth in the Exit Facility Documents. The Exit Facility Agent shall be authorized to make all filings and recordings 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. The guarantees granted under the Exit Facility Documents have been granted in good faith, for legitimate business purposes, and for reasonably equivalent value as an inducement to the lenders thereunder to extend credit thereunder and shall be deemed to not constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance, recharacterization, or subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable nonbankruptcy law. The CastleKnight Funds and the SVP Funds shall not be included on any disqualified lender list or subject to any similar trading restrictions related to the Company Parties or the Reorganized Debtors, as applicable, imposed by the Company Parties or the Reorganized Debtors, as applicable, in each case, pursuant to the DIP Documents or the Exit Facility Documents.

5. Corporate Existence.

Except as otherwise provided in the Plan, the Confirmation Order, the Restructuring Steps Plan, the New Organizational Documents, or any agreement, instrument, or other document incorporated therein, each Debtor 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 such 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 in accordance therewith, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings, approvals, or consents required under applicable state, provincial, or federal Law). After the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

On or after the Effective Date, one or more of the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

6. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated 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 the Bankruptcy Rules. For the avoidance of doubt, no Reorganized Debtor shall be treated as being liable on any Claim that is discharged pursuant to the Plan.

7. Cancellation of Existing Securities Agreements, and Interests.

On the Effective Date, (unless otherwise specified in the Restructuring Steps Plan) the Exit Facility, the Factoring Program Documents, or to the extent otherwise provided in the Plan or the Confirmation

Order (including to the extent any DIP Claim is refinanced and/or converted into the Exit Facility), as applicable, all notes, instruments, certificates, credit agreements, note purchase agreements, indentures, and other documents evidencing Claims (including, for the avoidance of doubt, the First Lien Indenture, the Second Lien Indenture, the SFA Agreement, and all related collateral and credit documentation), KH2 Equity Interests, or KPA Equity Interests, shall, be cancelled, and any rights of any Holder in respect thereof shall be deemed cancelled and of no force or effect, and all prior, present, and future obligations and liabilities, actions, suits, accounts or demands, covenants, and indemnities (both actual and contingent), of the Debtors and any non-Debtor Affiliates, or any other parties thereunder, or in any way related thereto, shall be deemed satisfied in full, released, cancelled, discharged, and of no force or effect, and the Agents/Trustees and each of the lenders and holders and their respective agents, successors and assigns, shall each be automatically and fully released and discharged of and from all duties and obligations thereunder without any need for further action or approval by the Bankruptcy Court or for a Holder to take further action.

8. Corporate Action.

Upon the Confirmation Date, all actions contemplated under the Plan (including the Restructuring Steps Plan and the other documents contained in the Plan Supplement) shall be deemed authorized and approved by the Bankruptcy Court in all respects without any further corporate or equity holder action, including, as applicable: (1) adoption or assumption, as applicable, of the employment agreements; (2) selection of the directors, officers, or managers for the Reorganized Debtors in accordance with the New Organizational Documents; (3) the issuance and distribution of the New Equity Interests; (4) implementation of the Restructuring Transactions; (5) the entry into the Exit Facility Documents, as applicable, and the execution, delivery, and filing of any documents pertaining thereto; (6) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (7) adoption of the New Organizational Documents; (8) the continuation of the Factoring Programs, including the execution, delivery, and filing of any and all Factoring Program Documents to effectuate such continuation; (9) the assumption or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; and (10) 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). Upon the Effective Date, all matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate, partnership, limited liability company, or other governance 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, members directors, officers, or managers of the Debtors or the Reorganized Debtors, as applicable. On or, prior to the Effective Date, as applicable, the appropriate officers of the Debtors and the Reorganized Debtors shall be authorized and 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 Equity Interests, the Exit Financing Documents, the New Organizational Documents, any other Definitive Documents, and any and all other agreements, documents, Securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV.H of the Plan shall be effective notwithstanding any requirements under non-bankruptcy Law.

9. New Organizational Documents.

On or immediately prior to the Effective Date, except as otherwise provided in the Plan and subject to local Law requirements, the New Organizational Documents shall be automatically adopted or amended by the Reorganized Debtors as may be necessary to effectuate the transactions contemplated by the Plan. To the extent required under the Plan or applicable non-bankruptcy Law, each of the Reorganized Debtors will file its New Organizational Documents with the Secretaries of State and/or other applicable authorities

in its respective state, province, or country of incorporation in accordance with the corporate Laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The New Organizational Documents will, among other things (a) authorize the issuance of the New Equity Interests and (b) prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents as permitted by the laws of its jurisdiction of incorporation or formation and in accordance with the terms thereof, and the Reorganized Debtors may file such amended certificates or articles of incorporation, bylaws, or such other applicable formation documents, and other constituent documents as permitted by the Laws of the respective states, provinces, or countries of incorporation or formation and the New Organizational Documents.

10. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of each of the Debtors shall expire, such current directors shall be deemed to have resigned, and all of the directors for the initial term of the New Board and the other Governing Bodies shall be appointed in accordance with the New Organizational Documents. The initial members of the New Board will be identified in the Plan Supplement, to the extent known and determined at the time of filing and shall be consistent with the New Organizational Documents. Each such member and officer of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors.

11. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtors, and their respective officers, directors, members, or managers, as applicable, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Steps 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, authorization, or consents except for those expressly required pursuant to the Plan.

12. Certain Securities Law Matters.

Before the Petition Date the offering, issuance, and distribution of any New Equity Interests and/or the offering, issuance, and distribution of any other debt or equity securities as contemplated herein and/or pursuant to the Plan (any such debt or equity securities, the “Other Securities”) shall be exempt from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or in reliance on Regulation S under the Securities Act.

After the Petition Date, pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the offering, issuance, and distribution of the New Equity Interests as contemplated herein and/or the offering, issuance, and distribution of Other Securities, if any, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of Securities.

The shares of New Equity Interests and the Other Securities, if any, to be issued under the Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will

be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of the United States Securities and Exchange Commission or state or local securities laws, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Equity Interests in the New Organizational Documents.

The shares of New Equity Interests and the Other Securities, if any, that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act and subject to any restrictions on the transferability of such New Equity Interests in the New Organizational Documents.

Recipients of the New Equity Interests and the Other Securities, if any, are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable Blue-Sky Laws for resales of New Equity Interests.

The Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order to any Entity (including DTC, Euroclear, and/or Clearstream, any nominee thereof or any transfer agent for the New Equity Interests) with respect to the treatment of the New Equity Interests to be issued under the Plan under applicable securities laws. DTC, Euroclear, and/or Clearstream, any nominee thereof and any transfer agent for the New Equity Interests shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests to be issued under the Plan are exempt from registration and/or eligible for DTC, Euroclear, and/or Clearstream. book-entry delivery, settlement, and depository (to the extent applicable). Notwithstanding anything to the contrary in the Plan, no Entity (including DTC, Euroclear, and/or Clearstream, any nominee thereof and any transfer agent for the New Equity Interests) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests to be issued under the Plan are exempt from registration.

13. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to (1) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors, including the New Equity Interests, (2) the Restructuring Transactions, (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (4) the making, assignment, or recording of any lease or sublease, (5) the grant of collateral as security for the Reorganized Debtors’ obligations under and in connection with the Exit Facility, or (6) 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, 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(a) 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 Compensation and Benefits

(a) Compensation and Benefits Programs.

Except as otherwise set forth in the Plan, on the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall (a) assume all employment agreements, indemnification agreements, or other employment-related agreements entered into with current or former employees who are employees as of the Petition Date or (b) enter into new agreements with such employees on terms and conditions acceptable to the Debtors, the Required Consenting Senior Creditors, and such employees.

A counterparty to or participant in a Compensation and Benefits Program assumed pursuant to the Plan shall have the same rights under such Compensation and Benefits Program as such counterparty had thereunder immediately prior to such assumption (unless otherwise agreed by such counterparty and the applicable Reorganized Debtor(s)); *provided*, that any assumption of Compensation and Benefits Programs pursuant to the Plan or any of the Restructuring Transactions shall not (a) trigger or be deemed to trigger any change of control, change in control immediate vesting, termination, or similar provisions therein or (b) trigger or be deemed to trigger an event of “Good Reason” (or a term of like import) as a result of the consummation of the Restructuring Transactions or any other transactions contemplated by the Plan.

(b) Workers’ Compensation Programs.

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable workers’ compensation Laws in states in which the Reorganized Debtors operate; and (b) the Debtors’ written contracts, agreements, agreements of indemnity, self-insured workers’ compensation bonds, policies, programs, and plans for workers’ compensation and workers’ compensation insurance. All Proofs of Claims on account of workers’ compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; *provided* that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors’ or Reorganized Debtors’ defenses, Causes of Action, or other rights under applicable Law, including non-bankruptcy Law with respect to any such contracts, agreements, policies, programs, and plans; *provided further* that nothing in the Plan shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy Law.

15. Director and Officer Liability Insurance.

Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall be deemed to have assumed all of the Debtors’ D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date. Entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the Reorganized Debtors’ foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be Filed.

In addition, after the Effective Date, the Reorganized Debtors, will not terminate or otherwise reduce the coverage under any of the D&O Liability Insurance Policies (including any “tail policy”) in effect or purchased as of the Petition Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date or any other individuals covered by such insurance policies, will be entitled to the full benefits of any such policy for the full term of such policy, regardless of whether such members, managers, directors, officers, or other individuals remain in such positions on or after the Effective Date.

16. Cashless Transactions.

Notwithstanding anything to the contrary set forth in the Plan, the treatment of Claims, distributions, and other transactions contemplated in the Plan including, without limitation, the funding of the Exit Facility, if any, may, at the election of the applicable participating parties, be effectuated by netting or other form of cashless implementation.

VIII. OTHER KEY ASPECTS OF THE PLAN.

A. Treatment of Executory Contracts and Unexpired Leases.

1. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, all Executory Contracts and Unexpired Leases that are not otherwise rejected shall be deemed assumed by the applicable Reorganized Debtor with the consent of the Required Consenting Senior Creditors, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease was (a) previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or terminated pursuant to its own terms; or (c) is the subject of a motion to reject such executory contract or unexpired lease that is pending on the Effective Date; or (d) is identified on the Rejected Executory Contract and Unexpired Lease List; *provided*, that neither the Restructuring Transactions or any actions contemplated by the Plan shall be deemed a “change of control” or other acceleration event for purposes of any Executory Contract or Unexpired Lease of the Debtors.

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 Lease List, or the Rejected Executory Contract and Unexpired Lease List, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth in Article V.A of the Plan, 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.

Except as otherwise provided in the Plan or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first

refusal, and any other interests. 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.

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 or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contract and Unexpired Lease List and Rejected Executory Contract and Unexpired Lease List at any time through and including forty-five (45) days after the Effective Date.

To the extent any provision of the Bankruptcy Code or the Bankruptcy Rules requires the Debtors to assume or reject an Executory Contract or Unexpired Lease, such requirement shall be satisfied if the Debtors make an election to assume or reject such Executory Contract or Unexpired Lease prior to the deadline set forth by the Bankruptcy Code or the Bankruptcy Rules, as applicable, regardless of whether or not the Bankruptcy Court has actually ruled on such proposed assumption or rejection prior to such deadline.

2. 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 no later than thirty (30) days after the effective date of such rejection.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are 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, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.

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

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

The Debtors or the Reorganized Debtors, as applicable, shall pay the Cure amounts, 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 underlying agreements and/or the ordinary course of business among the parties thereto, as applicable. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease with the consent of the Required Consenting Senior Creditors, 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 with the Claims and Noticing Agent on or before thirty (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 despite the failure of the relevant counterparty to File such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court with the consent of the Required Consenting Senior Creditors. 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 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 amount, 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 the Cure amount 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 Article V of the Plan, 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 Article V of the Plan, 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.**

4. Indemnification Obligations.

To the fullest extent permitted under applicable Law (including being subject to the limitations of the Delaware General Corporation Law, including the limitations contained therein on a corporation's ability to indemnify officers and directors), all indemnification obligations in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the benefit of current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, creditors, and other professionals of, or acting on behalf of, the Debtors, as applicable, shall be (a) reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Debtors than the indemnification provisions in place prior to the Effective Date, and (b) shall be assumed by the Reorganized Debtors.

5. Insurance Policies.

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies, and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors.

6. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

7. 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.

8. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases 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 Debtor liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

B. Provisions Governing Distributions.

1. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on, or as soon as reasonably practicable thereafter, the Effective Date (or, if a Claim or Interest is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim, as applicable, shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan, Holders of Allowed Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

Notwithstanding the foregoing, (a) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the

Debtors prior to the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice and (b) Allowed Priority Tax Claims shall be paid in accordance with Article II.B of the Plan. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the Holder of such Claim or as may be due and payable under applicable non-bankruptcy Law or in the ordinary course of business.

2. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. The Disbursing 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. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

All Plan Distributions to any Disbursing Agent on behalf of the Holders of Claims listed on the Claims Register (or the designees of such Holders, as applicable) shall be deemed completed by the Debtors when received by such Disbursing Agent. Distributions under the Plan shall be made to any such Holders (or the designees of such Holders, as applicable) by the applicable Disbursing Agent.

3. Rights and Powers of Disbursing Agent.

(a) Powers of the Disbursing Agent.

The Disbursing Agent 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 to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent (including the Agents/Trustees) on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

4. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

(a) Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date (or the designees of such Holders, as applicable). Unless otherwise provided in a Final Order from the Bankruptcy Court, if a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer

form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

(b) Delivery of Distributions in General.

Except as otherwise provided in the Plan or in the Plan Supplement, the Disbursing Agent shall make distributions to Holders of Allowed Claims, as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Disbursing Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

For the avoidance of doubt, the Distribution Record Date shall not apply to Securities held through DTC, Euroclear, and/or Clearstream, as applicable, which shall receive distributions in accordance with the applicable procedures of DTC, Euroclear, and/or Clearstream, as applicable.

(c) No Fractional Distributions.

No fractional shares of New Equity Interests 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, as applicable, would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding.

(d) Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be cancelled, released, 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 of such unclaimed property.

5. Surrender of Cancelled Instruments or Securities.

On the Effective Date, or as soon as reasonably practicable thereafter, each Holder (and the applicable Agents for such Holder, including the Agents/Trustees) of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV.G of the Plan, shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or

instrument shall be cancelled solely with respect to the Debtors and any non-Debtor Affiliates, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties (other than the non-Debtor Affiliates) in respect of one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for the purposes of allowing Holders to receive distributions under the Plan, charging Liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary in the Plan, the foregoing shall not apply to certificates or instruments evidencing Claims or Interests that are Unimpaired under the Plan.

6. Manner of Payment.

At the option of the Disbursing Agent, any Cash payment to be made under to the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

7. Indefeasible Distributions.

Any and all distributions made under the Plan shall be indefeasible and not subject to clawback or turnover provisions.

8. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors, the Disbursing Agent, and any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, any applicable withholding or reporting 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 Debtors and 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.

9. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

10. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in the Plan or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy Law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

11. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than United States dollars shall be automatically deemed converted to the equivalent United States dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date; except that Holders of Allowed DIP Claims and Allowed Second Lien Claims that are satisfied under the Plan with distributions of loans and/or notes under the Exit Facility and/or Cash, in satisfaction of the portion of such Allowed DIP Claims comprising accrued and unpaid interest shall receive such loans and/or notes under the Exit Facility and such Cash in same currency as the currency in which applicable underlying Allowed DIP Claim or Allowed Second Lien Claim were denominated and without conversion into another currency.

12. Setoffs and Recoupment.

Except as expressly provided in the Plan, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all Claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and the Holder of the Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all Claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.F of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

13. Claims Paid or Payable by Third Parties.

(a) Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection 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 a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within five (5) Business Days of receipt thereof, repay or return the distribution 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. 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 for each Business Day after the five (5) Business Day grace period specified above until the amount is fully repaid.

(b) Claims Payable by Third Parties.

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

(c) Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained in the Plan (including Article III of the Plan), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or 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 in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

C. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims.

1. Disputed Claims Process

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under the Plan, Holders of Claims need not File Proofs of Claim, and the Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to the Plan) the Allowed amount of such Claims shall be subject to, the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors or Reorganized Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in the Plan to the contrary, disputes regarding the amount of any Cure pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim, as applicable, under the Plan. Notwithstanding the foregoing, Entities must File Cure objections as set forth in Article V.C of the Plan to the extent such Entity disputes the amount of the Cure paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty. **Except as otherwise provided herein, all Proofs of Claim Filed after the Effective Date 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 further notice to or action, order, or approval of the Bankruptcy Court.**

2. Allowance of Claims.

After the Effective Date and subject to the terms of the Plan, each of the Reorganized Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be Allowed under applicable non-bankruptcy Law.

3. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to the Plan.

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy Law. If the Debtors or Reorganized Debtors, as applicable, dispute any General Unsecured Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all Claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

4. Estimation of Claims.

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

5. Adjustment to Claims without Objection.

Any duplicate Claim or any Claim that has been paid, satisfied, amended, or superseded may be adjusted or expunged (including pursuant to the Plan) on the Claims Register by the Debtors or Reorganized Debtors or the Claims and Noticing Agent without the Debtors or Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim and without any further notice to or action, order, or approval of the Bankruptcy Court.

6. Disallowance of Claims.

Except as otherwise expressly set forth herein, and subject to the terms of the Plan, including Article VIII of the Plan, all Claims of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

7. No Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, if any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim; *provided* that if only the Allowed amount of an otherwise valid Claim is Disputed, such Claim shall be deemed Allowed in the amount not Disputed and payment or distribution shall be made on account of such undisputed amount pending resolution of the dispute.

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. On or as soon as reasonably practicable after the next Distribution Date after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim.

D. Conditions Precedent to Confirmation and Consummation of the Plan.

1. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B of the Plan:

- the RSA shall be in full force and effect and shall not have been terminated and the Debtors shall not be in material breach thereof, and the RSA shall have not been modified, amended or subject to any waiver in any manner that is inconsistent with the CastleKnight Funds Consent right or the SVP Consent Right under the Plan without the written consent (email from counsel being sufficient) of the CastleKnight Funds or the SVP Funds, as applicable;
- there shall not have been instituted or be pending any action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory, or administrative agency or instrumentality, domestic or foreign, or by any other Person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Debtors and the Required Consenting Stakeholders would prohibit, prevent, or restrict Consummation of the Restructuring Transactions;

- the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and Restructuring Transactions, and all applicable regulatory or government-imposed waiting periods shall have expired or been terminated;
- an order, statute, rule, regulation, executive order, stay, decree, judgment, or injunction shall not have been enacted, entered, issued, promulgated, enforced, or deemed applicable by any court or governmental, regulatory, or administrative agency or instrumentality, domestic or foreign, that, in the reasonable judgment of the Debtors and the Required Consenting Stakeholders would prohibit, prevent, or restrict consummation of the Restructuring Transactions;
- each document or agreement constituting a Definitive Document shall have been executed or otherwise effectuated as contemplated, shall be in form and substance consistent with the RSA, and otherwise reasonably acceptable to the Required Consenting Senior Creditors, the SVP Funds to the extent of the SVP Funds' Consent Right, and the CastleKnight Funds to the extent of the CastleKnight Funds' Consent Right and any and all conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived pursuant to the terms of the applicable Definitive Document;
- to the extent invoiced, the payment of all reasonable and documented fees and expenses of the Debtors' professionals (solely if payment of such fees and expenses have been authorized by the Bankruptcy Court, including under the DIP Orders) and the Consenting Stakeholders' professionals related to the negotiation and implementation of the Restructuring Transactions and not previously paid by the Debtors to the extent set forth in the RSA;
- all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date have been placed in the Professional Fee Escrow Account (as defined in the Plan);
- the Bankruptcy Court shall have entered the Confirmation Order, the DIP Orders, in each case consistent with the RSA and otherwise reasonably acceptable to the Required Consenting Senior Creditors, the SVP Funds to the extent of the SVP Funds' Consent Right, and the CastleKnight Funds to the extent of the CastleKnight Funds' Consent Right, and such orders shall not have been reversed, stayed, modified, dismissed, vacated, or reconsidered and which shall have become a Final Order;
- the New Equity Interests shall have been issued by the Reorganized Debtors and shall be free and clear of all taxes, liens or other encumbrances, pre-emptive rights, rights of first refusal, subscription rights, and similar rights (A) except for any restrictions on transfer as may be imposed by applicable securities laws and (B) except as may be imposed or set forth in the New Organizational Documents;
- the New Organizational Documents shall have been executed and/or effectuated, be in form and substance consistent with the RSA and otherwise reasonably acceptable to the Required Consenting Senior Creditors, and any conditions precedent related thereto, have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived by the Required Consenting Senior Creditors in their discretion;

- all accrued and unpaid Restructuring Expenses shall have been paid in full in accordance with the RSA;
- the Debtors shall have otherwise substantially consummated the Restructuring Transactions, and all transactions contemplated herein, in a manner consistent in all respects with the RSA and the Definitive Documents;
- the DIP Credit Agreement shall be in full force and effect and shall not have been terminated and the Debtors shall not be in material breach thereof and there shall be no pending and uncured default or Event of Default thereunder; and
- all conditions precedent to the issuance or incurrence of the Exit Facility shall have been satisfied or duly waived, and the Exit Facility, including all documentation related thereto, shall be in form and substance satisfactory to the Required Consenting Stakeholders and the Company Parties and in effect.

The Conditions Precedent may be waived, in whole or in part, with the written consent of the Debtors and the Required Consenting Senior Creditors; *provided* that the waiver of the Conditions Precedent set forth in clauses 1, 5, 6, 8, and 11 in Article IX.A of the Plan shall require (i) the written consent (email from counsel being sufficient) of the CastleKnight Funds to the extent the treatment of the Second Lien Claims, Claims of the CastleKnight Funds or payment of the CastleKnight Funds' Advisors is impacted by such waiver and (ii) the written consent (email from counsel being sufficient) of the SVP Funds to the extent the treatment of the Second Lien Claims, Claims of the SVP Funds or payment of the SVP Funds' Advisors is impacted by such waiver. Notwithstanding anything herein or in any other Definitive Document to the contrary, any SVP Funds' Consent Right or CastleKnight Funds' Consent Right in respect of or related to any Second Lien Secured Claims shall terminate in the event that either the SVP Funds or the CastleKnight Funds, as applicable, ceases to hold at least the same amount of Second Lien Secured Claims as such Party holds as of the date hereof.

2. Effect of Failure of Conditions.

If Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the RSA, the Plan, or this Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors or any Holder of Claims or Interests of any Claim or Interest; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively; *provided* that all provisions of the RSA that survive termination thereof shall remain in effect in accordance with the terms thereof.

E. Modification, Revocation, or Withdrawal of the Plan.

1. Modification and Amendments.

Except as otherwise specifically provided in the Plan and to the extent permitted by the RSA, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan and the RSA, and the requirements of section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights to revoke or withdraw, to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so

alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Notwithstanding anything to the contrary in the Plan, any modifications to (1) the treatment of the Second Lien Claims, (2) the treatment of DIP Claims or First Lien Claims held by the CastleKnight Funds or the SVP Funds under the Plan, or (3) the payment of Restructuring Expenses to the CastleKnight Funds' Advisors or the SVP Funds' Advisors, shall, in each case, require the written consent of the CastleKnight Funds or the SVP Funds, as applicable.

2. Effect of Confirmation on Modifications.

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

3. Revocation or Withdrawal of Plan.

To the extent permitted by the RSA, the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain, and including the Allowance or disallowance, of all or any portion of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

F. Other Claims and Interest Classification and Treatment Features.

1. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

2. 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 votes to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be presumed to have accepted the Plan.

3. Intercompany Interests.

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience and due to the importance of maintaining the prepetition corporate structure, for the ultimate benefit of the Holders of the New Equity Interests in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders

of Allowed Claims. For the avoidance of doubt, unless otherwise set forth in the Restructuring Steps Plan, to the extent Reinstated pursuant to the Plan, on and after the Effective Date, all Intercompany Interests shall be owned by the same Reorganized Debtor that corresponds with the Debtor that owned such Intercompany Interests immediately prior to the Effective Date.

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 of the Plan. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

5. Subordinated Claims and Interests.

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

IX. RISK FACTORS.

Holders of Claims or Interests should read and consider carefully the risk factors set forth below before voting to accept or reject the Plan. Although there are many risk factors discussed below, these factors should not be regarded as constituting the only risks present in connection with the Debtors' businesses or the Plan and its implementation.

A. Bankruptcy Law Considerations.

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to Holders of Allowed Claims under the Plan, but will not necessarily affect the validity of the vote of the Voting Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of Holders of Claims in such Voting Classes.

1. There Is a Risk of Termination of the RSA.

The RSA contains provisions that give the signatories thereto (collectively or individually, as applicable) the ability to terminate the RSA upon the occurrence of certain events or if certain conditions are not satisfied, including the Debtors' failure to use commercially reasonable efforts to achieve the Milestones set forth therein. To the extent that events giving rise to termination of the RSA occur, the RSA may terminate prior to the Confirmation or Consummation of the Plan, which could result in the loss of support for the Plan by important creditor constituencies and could result in the loss of use of DIP funding and/or cash collateral by the Debtors under certain circumstances. Any such loss of support could adversely affect the Debtors' ability to confirm and consummate the Plan. In the event that the RSA is terminated,

the Debtors may seek a non-consensual restructuring alternative, including a potential liquidation of their assets.

2. The Debtors Will Consider All Available Restructuring Alternatives if the Restructuring Transactions are Not Implemented, and Such Alternatives May Result in Lower Recoveries for Holders of Claims Against and Interests in the Debtors.

If the Restructuring Transactions are not implemented, the Debtors will consider all available restructuring alternatives, including filing an alternative chapter 11 plan, commencing section 363 sales of the Debtors' assets, converting to a chapter 7 plan, and any other transaction that would maximize the value of the Debtors' Estates, or proceedings in Non-U.S. jurisdictions. The terms of any such restructuring alternatives may be less favorable to Holders of Claims against and Interests in the Debtors than the terms of the Plan as described in this Disclosure Statement.

Any material delay in the Confirmation of the Plan, the Chapter 11 Cases, or the threat of rejection of the Plan by the Bankruptcy Court would add substantial expense and uncertainty to the process.

The uncertainty surrounding a prolonged restructuring would have other adverse effects on the Debtors. For example, it would adversely affect:

- the Debtors' ability to raise additional capital;
- the Debtors' liquidity;
- how the Debtors' business is viewed by regulators, investors, lenders, and credit ratings agencies;
- the Debtors' enterprise value; and
- the Debtors' business relationship with customers and vendors.

3. Parties in Interest May Object to the Plan's Classification of Claims and Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

Although the Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code, once any Chapter 11 Cases have been commenced, a Holder could challenge the classification. In such event, the cost of the Plan and the time needed to confirm the Plan may increase, and the Debtors cannot be sure that the Bankruptcy Court will agree with the Debtors' classification of Claims and Interests. If the Bankruptcy Court concludes that either or both of the classification of Claims and Interests under the Plan does not comply with the requirements of the Bankruptcy Code, the Debtors may need to modify the Plan. Such modification could require a

resolicitation of votes on and/or consents to the Plan. The Plan may not be confirmed if the Bankruptcy Court determines that the Debtors classification of Claims and Interests is not appropriate.

4. The Bankruptcy Court Might Not Approve the Debtors' Use of Cash Collateral or the DIP Facilities.

Upon commencing the Chapter 11 Cases, the Debtors will ask the Bankruptcy Court to authorize the Debtors to enter into postpetition financing arrangements and use cash collateral to fund the Chapter 11 Cases and to provide customary adequate protection to the prepetition secured creditors, as applicable, and in accordance with the terms of the RSA. Such access to postpetition financing and cash collateral will provide necessary liquidity during the pendency of the Chapter 11 Cases. There can be no assurance that the Bankruptcy Court will approve the debtor-in-possession financing and/or such use of cash collateral on the terms requested. Moreover, if the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust their available cash collateral and postpetition financing. There is no assurance that the Debtors will be able to obtain an extension of the right to obtain further postpetition financing and/or use cash collateral, in which case, the liquidity necessary for the orderly functioning of the Debtors' business may be materially impaired.

5. The Conditions Precedent to the Effective Date of the Plan May Not Occur.

As more fully set forth in Article IX of the Plan, the Confirmation and Effective Date of the Plan are subject to a number of conditions precedent. If such conditions precedent are not waived or not met, the Confirmation and Effective Date of the Plan will not take place. In the event that the Effective Date does not occur, the Debtors may seek Confirmation of a new plan. If the Debtors do not secure sufficient working capital to continue their operations or if the new plan is not confirmed, however, the Debtors may be forced to liquidate their assets.

6. The Debtors Could Fail to Satisfy Voting Threshold Requirements.

If votes and consents are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. If sufficient votes and consents are not received, the Debtors may need to seek to confirm an alternative chapter 11 plan or transaction. There can be no assurance that the terms of any such alternative chapter 11 plan or other transaction would be similar or as favorable to the Holders of Allowed Claims or Interests as those proposed in the Plan and the Debtors do not believe that any such transaction exists or is likely to exist that would be more beneficial to the Estates than the Plan.

7. The First Lien Secured Notes and/or the Second Lien Secured Notes will be blocked in the relevant Clearing System's account for a period.

The First Lien Secured Notes and the Second Lien Secured Notes will be blocked in the relevant Clearing System's account for a period if you participate in the Consent Solicitation. When considering whether to participate in the Consent Solicitation, Eligible Holders should take into account that restrictions on the transfer of the First Lien Secured Notes and the Second Lien Secured Notes will apply from the time such Eligible Holder submits an Electronic Consent Instruction. An Eligible Holder will, on submitting an Electronic Consent Instruction, agree that the relevant First Lien Secured Notes and/or Second Lien Secured Notes, as applicable, will be blocked in the relevant account at the relevant Clearing System from and including the date on which such Eligible Holder submits its Electronic Consent Instruction until the earliest to occur of (i) the Voting Deadline and (ii) the date on which the relevant Eligible Holder validly submits a withdrawal notice. In the period of time during which the First Lien Secured Notes and/or the Second Lien Secured Notes, as applicable, are blocked pursuant to the foregoing procedures for delivering consents,

First Lien Secured Noteholders and Second Lien Secured Noteholders may be unable to promptly transfer or sell their First Lien Secured Notes and/or Second Lien Secured Notes or timely react to adverse trading conditions and could suffer losses as a result of these restrictions on transferability.

8. First Lien Secured Noteholders and Second Lien Secured Noteholders should consult their own advisors and are responsible for complying with the procedures of the Consent Solicitation.

First Lien Secured Noteholders and Second Lien Secured Noteholders are responsible for complying with all of the procedures for delivering consents and waivers pursuant to the terms of this Disclosure Statement. None of the Debtors, the Information and Tabulation Agent, nor any of their respective directors, officers, employees, agents or affiliates assumes any responsibility for informing First Lien Secured Noteholders and/or Second Lien Secured Noteholders of irregularities with respect to consents and waivers submitted by any such holder.

First Lien Secured Noteholders and Second Lien Secured Noteholders should consult with their own tax, accounting, financial, legal and other advisers regarding the consequences of participating or electing not to participate in the Consent Solicitation. Each First Lien Secured Noteholder and Second Lien Secured Noteholder is responsible for assessing the merits of the Consent Solicitation. None of the Debtors, the Information and Tabulation Agent nor any of their respective directors, officers, employees, agents or affiliates, has made or will make any recommendation with respect to the Consent Solicitation or any assessment of the impact of the Consent Solicitation on the interests of the First Lien Secured Noteholders or the Second Lien Secured Noteholders either as a class or as individuals. None of the Debtors, the Information and Tabulation Agent nor any of their respective directors, officers, employees, agents or affiliates, is acting for any First Lien Secured Noteholder or Second Lien Secured Noteholder or will be responsible to any holder thereof for providing any protections which may be afforded for providing advice in relation to the Consent Solicitation.

9. The Debtors Might Not Be Able to Secure Confirmation of the Plan.

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan “does not unfairly discriminate” and is “fair and equitable” with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of allowed claims or allowed interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Bankruptcy Court, it is unclear whether the Debtors will be able to reorganize their business and what, if anything, Holders of Allowed Claims against them would ultimately receive.

The Debtors, subject to the terms and conditions of the Plan and the RSA, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting class of Claims or Interests, as well as any class junior to such non-accepting class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan.

10. The Debtors May Not Be Able to Secure Nonconsensual Confirmation Over Certain Impaired Non-Accepting Classes.

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class (as defined under section 1124 of the Bankruptcy Code) has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired class(es). The Debtors believe that the Plan satisfies these requirements, and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation or Consummation of the Plan may result in, among other things, increased expenses relating to professional compensation.

11. Even if the Restructuring Transactions are Successful, the Debtors Will Face Continued Risk Upon Confirmation.

Even if the Plan is consummated, the Debtors will continue to face a number of risks, including certain risks that are beyond their control, such as further deterioration or other changes in economic conditions, changes in the industry, potential revaluing of their assets due to chapter 11 proceedings, changes in demand for the Debtors' products, and increasing expenses. *See Article IX.C* of this Disclosure Statement, entitled "Risks Related to the Debtors' and the Reorganized Debtors' Business." 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 a chapter 11 plan of reorganization reflecting the Plan will achieve the Debtors' stated goals.

In addition, at the outset of the Chapter 11 Cases, the Bankruptcy Code provides the Debtors with the exclusive right to propose the Plan and prohibits creditors and others from proposing a plan. The Debtors will have retained the exclusive right to propose the Plan upon filing their Petitions. If the Bankruptcy Court terminates that right, however, or the exclusivity period expires, 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.

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 various means to fund the Debtors' businesses after the completion of the proceedings related to the Chapter 11 Cases. Adequate funds may not be available when needed or may not be available on favorable terms.

12. The Bankruptcy Court Could Find the Solicitation of Acceptances Inadequate.

Usually, votes to accept or reject a plan of reorganization are solicited after the filing of a petition commencing a chapter 11 case. Nevertheless, 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) and Bankruptcy Rule 3018(b) require that:

- solicitation comply with applicable non-bankruptcy law;
- the plan of reorganization be transmitted to substantially all creditors and other interest holders entitled to vote; and
- the time prescribed for voting is not unreasonably short.

In addition, 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. Section 1126(b) of the Bankruptcy Code provides that a holder of a claim or interest that has accepted or rejected a plan before the commencement of a case under the Bankruptcy Code is deemed to have accepted or rejected the plan if (i) the solicitation of such acceptance or rejection was in compliance with applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation or (ii) there is no such law, rule, or regulation, and such acceptance or rejection was solicited after disclosure to such holder of adequate information (as defined by section 1125(a) of the Bankruptcy Code). 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.

13. The Chapter 11 Cases Could Be Converted to Cases under Chapter 7 of the Bankruptcy Code.

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (a) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time, rather than reorganizing or selling the business as a going concern at a later time in a controlled manner, (b) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (c) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation, including Claims resulting from the rejection of Unexpired Leases and other Executory Contracts in connection with cessation of operations.

14. One or More of the Chapter 11 Cases May Be Dismissed.

If the Bankruptcy Court finds that the Debtors have incurred substantial or continuing loss or diminution to the estate and lack of a reasonable likelihood of rehabilitation of the Debtors or the ability to effectuate substantial Consummation of a confirmed plan, or otherwise determines that cause exists, the Bankruptcy Court may dismiss one or more of the Chapter 11 Cases. In such event, the Debtors would be

unable to confirm the Plan with respect to the applicable Debtor or Debtors, which may ultimately result in significantly smaller distributions to creditors than those provided for in the Plan.

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

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan, subject to the terms of the RSA. 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.

16. Risk that Foreign Courts Will Not Enforce the Confirmation Order.

After the Effective Date, the Reorganized Debtors will maintain business operations in certain Non-U.S. jurisdictions, including the United Kingdom, France, Germany, Spain, the Netherlands, and Luxembourg, where some of the Debtors are incorporated. Additionally, implementation of the Plan and the Restructuring Transactions contemplated thereunder may require certain actions to be taken by and/or with respect to certain of the Debtors or Reorganized Debtors incorporated in certain foreign jurisdictions including potential local implementation proceedings. There is a risk that the courts in these jurisdictions will not enforce the Confirmation Order, or that the effects of the Confirmation Order will not be recognized under the law of the relevant jurisdiction, which may affect the Reorganized Debtors ability to effectuate certain relief granted pursuant to the Confirmation Order. There is also a risk that parties in interest may seek to frustrate the Chapter 11 Cases or the effects of the Confirmation Order through proceedings in these jurisdictions, notwithstanding the releases, injunctions, and exculpations set forth in Article VIII of the Plan.

17. Risk of Non-Occurrence of the Effective Date.

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur. As more fully set forth in Article IX of the Plan, the Effective Date of the Plan is subject to a number of conditions precedent. If such conditions precedent are not waived or met, the Effective Date will not take place.

18. Contingencies Could Affect Distributions to Holders of Allowed Claims.

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of re-vote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

19. Releases, Injunctions, and Exculpations Provisions May Not Be Approved.

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of Liens and third-party releases that may otherwise be asserted against the Debtors, Reorganized Debtors, or Released Parties, as applicable. 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.

The releases provided to the Released Parties and the exculpation provided to the Exculpated Parties are necessary to the success of the Debtors' reorganization. The Released Parties and Exculpated Parties have made significant contributions to the Debtors' reorganizational efforts that are important to the success of the Plan. The Plan's release and exculpation provisions are an inextricable component of the RSA and Plan and the significant deleveraging and financial benefits that they embody.

20. The Debtors Cannot Predict the Amount of Time Spent in Bankruptcy for the Purpose of Implementing the Plan, and a Lengthy Bankruptcy Proceeding Could Disrupt the Debtors' Business, as Well as Impair the Prospect for Reorganization on the Terms Contained in the Plan.

Although the prepackaged Plan is designed to minimize the length of the Chapter 11 Cases, it is impossible to predict with certainty the amount of time that the Debtors may spend in bankruptcy, and the Debtors cannot be certain that the Plan will be confirmed. Even if confirmed on a timely basis, a bankruptcy proceeding to confirm the Plan could itself have an adverse effect on the Debtors' business. A lengthy bankruptcy proceeding also would involve additional expenses and divert the attention of management from the operation of the Debtors' business.

The disruption that the bankruptcy process would have on the Debtors' business could increase with the length of time it takes to complete the Chapter 11 Cases. If the Debtors are unable to obtain Confirmation of the Plan on a timely basis, because of a challenge to the Plan or otherwise, the Debtors may be forced to operate in bankruptcy for an extended period of time while they try to develop a different plan of reorganization that can be confirmed. A protracted bankruptcy case could increase both the probability and the magnitude of the adverse effects described above.

21. The Debtors May Be Unsuccessful in Obtaining First Day Orders to Permit the Debtors to Pay Their Key Vendors and Employees, or to Continue to Perform Customer Programs, in the Ordinary Course.

The Debtors have tried to address potential concerns of their key customers, vendors, employees, and other parties in interest that might arise from the filing of the Plan through a variety of provisions incorporated into or contemplated by the Plan. However, there can be no guarantee that the Debtors will be successful in obtaining the necessary approvals of the Bankruptcy Court for such arrangements or for every party in interest the Debtors may seek to treat in this manner, and, as a result, the Debtors' business might suffer.

22. The Debtors May Seek to Amend, Waive, Modify, or Withdraw the Plan at Any Time Prior to Its Confirmation.

The Debtors reserve the right, prior to the Confirmation or substantial Consummation thereof, subject to the provisions of Section 1127 of the Bankruptcy Code, applicable law, and the RSA, to amend the terms of the Plan or waive any conditions thereto if and to the extent such amendments or waivers are necessary or desirable to consummate the Plan. The potential impact of any such amendment or waiver on

the Holders of Claims and Interests cannot presently be foreseen but may include a change in the economic impact of the Plan on some or all of the proposed Classes or a change in the relative rights of such Classes. All Holders of Claims and Interests will receive notice of such amendments or waivers required by applicable law and the Bankruptcy Court. If, after receiving sufficient acceptances but prior to Confirmation of the Plan, the Debtors seek to modify the Plan, the previously solicited acceptances will be valid only if (1) all Classes of adversely affected creditors and interest Holders accept the modification in writing or (2) the Bankruptcy Court determines, after notice to designated parties, that such modification was de minimis or purely technical or otherwise did not adversely change the treatment of Holders accepting Claims and Interests or is otherwise permitted by the Bankruptcy Code.

21. The RSA Is Subject to Significant Conditions and Milestones That May Be Difficult to Satisfy.

There are certain material conditions that must be satisfied under the RSA, including the timely satisfaction of milestones in the Chapter 11 Cases. The ability to timely complete such milestones is subject to risks and uncertainties, many of which are beyond the Debtors' control.

B. Risks Related to Recoveries Under the Plan.

1. The Reorganized Debtors May Not Be Able to Achieve Their Projected Financial Results.

The Reorganized Debtors may not be able to achieve their projected financial results. The Financial Projections set forth in this Disclosure Statement represent the Debtors' management team's best estimate of the Debtors' future financial performance, which is necessarily based on certain assumptions regarding the anticipated future performance of the Reorganized Debtors' operations, as well as the United States and world economies in general, and the industry segments in which the Debtors operate in particular. While the Debtors believe that the Financial Projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized. If the Debtors do not achieve the projected financial results, the value of the New Equity Interests may be negatively affected and the Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date. Moreover, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

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

Certain of the information contained in this Disclosure Statement is, by nature, forward-looking, contains estimates and assumptions that might ultimately prove to be incorrect, and contains projections which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be Allowed. Among other things, estimates will fluctuate based on general economic and business conditions, capital market conditions, and industry-specific and Company-specific factors (including the ability of the Reorganized Debtors to achieve strategic goals, objectives, and targets over applicable periods).

3. The New Equity Interests Are Subject to Dilution.

The ownership percentage represented by the New Equity Interests distributed to Holders of First Lien Claims on the Effective Date under the Plan will be subject to dilution by on account of the Management Incentive Plan.

4. The Debtors Might Be Controlled by Significant Holders.

Assuming that the Effective Date occurs, Holders of First Lien Claims will receive distributions representing a substantial percentage of the outstanding shares of the New Equity Interests. If the holders of a significant portion of the New Equity Interests were to act as a group, such holders would be in a position to control the outcome of actions requiring shareholder approval, including, among other things, the election of directors and the approval of a change of control of the Reorganized Debtors. Such Holders may have interests that differ from those of the other Holders of shares of New Equity Interests and may vote in a manner adverse to the interests of such other Holders. This concentration of ownership may facilitate or may delay, prevent, or deter a change of control of the Reorganized Debtors and consequently impact the value of the shares of the New Equity Interests. In addition, a Holder of a significant number of shares of the New Equity Interest may sell all or a large portion of its shares of the New Equity Interest within a short period of time, which sale may adversely affect the trading price of the shares of the New Equity Interest. A holder of a significant number of shares of the New Equity Interest may, on its own account, pursue acquisition opportunities that may be complementary to the Reorganized Debtors' businesses, and, as a result, such acquisition opportunities may be unavailable to the Reorganized Debtors. Such actions by Holders of a significant number of shares of the New Equity Interest may have a material adverse impact on the Reorganized Debtors' businesses, financial condition, and operating results.

5. Estimated Valuations of the Debtors and the New Equity Interests, and Estimated Recoveries to Holders of Allowed Claims Are Not Intended to Represent Potential Market Values.

The Debtors' estimated recoveries to Holders of Allowed Claims are not intended to represent the market value of the Debtors' Securities. The estimated recoveries are based on numerous assumptions (the realization of many of which will be beyond the control of the Debtors), including: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; (d) the Debtors' ability to maintain adequate liquidity to fund operations; (e) the assumption that capital and equity markets remain consistent with current conditions; and (f) the Debtors' ability to maintain critical existing customer relationships, including customer relationships with key customers.

6. The Terms of the New Organizational Documents Are Subject to Change Based on Negotiation and the Approval of the Bankruptcy Court.

The terms of the New Organizational Documents are subject to change based on negotiations between the Debtors and the Consenting Stakeholders. Holders of Claims that are not the Consenting Stakeholders will not participate in these negotiations and the results of such negotiations may affect the rights of equity holders in Reorganized KH2 or New Kleo Holdco, as applicable, following the Effective Date.

7. The Terms of the Exit Facility Documents Are Subject to Change Based On Negotiations and the Approval of the Bankruptcy Court.

The terms of the Exit Facility Documents are subject to change based on negotiations between the Debtors and the Consenting Stakeholders. Holders of Claims that are not the Consenting Stakeholders will not participate in these negotiations and the results of such negotiations may affect the rights of equity holders in Reorganized Parent following the Effective Date.

8. A Decline in the Reorganized Debtors' Credit Ratings Could Negatively Affect the Debtors' Ability to Refinance Their Debt.

The Debtors' or the Reorganized Debtors' credit ratings, as applicable, could be lowered, suspended, or withdrawn entirely, at any time by the rating agencies if, in each rating agency's judgment, circumstances warrant such action, including as a result of exposure to the credit risk and the business and financial condition of the Debtors or the Reorganized Debtors, as applicable. Downgrades in the Reorganized Debtors' long-term debt ratings may make it more difficult to refinance their debt, if any, and increase the cost of any debt that they may incur in the future.

9. Certain Tax Implications of the Plan.

Holders of Allowed Claims should carefully review Article XIII of this Disclosure Statement, entitled "Certain United States Federal Income Tax Consequences of the Plan," to determine how the U.S. federal income tax implications of the Plan and the Chapter 11 Cases may adversely affect the Reorganized Debtors and Holders of certain Claims.

10. Certain Tax Implications of the Plan under Luxembourg Law.

Certain of the Debtors are incorporated under the laws of Luxembourg, which may subject those legal entities to certain taxes, including potentially taxes arising under the law of Luxembourg. The Debtors' analysis regarding these considerations remains ongoing. However, it is possible that the Luxembourg tax implications of the Restructuring Transactions contemplated in the Plan may adversely affect the Reorganized Debtors and Holders of certain Claims.

C. Risks Related to the Debtors' and the Reorganized Debtors' Business.

1. The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases.

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (a) ability to develop, confirm, and consummate the Restructuring Transactions specified in the Plan; (b) ability to obtain Bankruptcy Court approval with respect to motions Filed in the Chapter 11 Cases from time to time; (c) ability to maintain relationships with suppliers, vendors, service providers, customers, employees, and other third parties; (d) ability to maintain contracts that are critical to the Debtors' operations; (e) ability of third parties to seek and obtain Bankruptcy Court approval to terminate contracts and other agreements with the Debtors; (f) ability of third parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; (g) ability to prevent local insolvency proceedings; and (h) the actions and decisions of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

These risks and uncertainties could affect the Debtors' business and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors' relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also, the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

2. Operating in Bankruptcy for a Long Period of Time May Harm the Debtors' Business.

While the Debtors intend the prepackaged chapter 11 process to be short, the Debtors' future results will be dependent upon the successful Confirmation and Consummation of the Plan. A long period of operations under Bankruptcy Court protection could have a material adverse effect on the Debtors' business, financial condition, results of operations, and liquidity. So long as the proceedings related to the Chapter 11 Cases continue, senior management will be required to spend a significant amount of time and effort dealing with the reorganization instead of focusing exclusively on business operations. A prolonged period of operating under Bankruptcy Court protection also may make it more difficult to retain management and other key personnel necessary to the success and growth of the Debtors' business. In addition, the longer the proceedings related to the Chapter 11 Cases continue, the more likely it is that customers and suppliers will lose confidence in the Debtors' ability to reorganize their business successfully and will seek to establish alternative commercial relationships.

So long as the proceedings related to the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Cases. The chapter 11 proceedings also require the Debtors to seek debtor-in-possession financing to fund operations. If the Debtors are unable to obtain final approval of such financing on favorable terms or at all, or if the Debtors are unable to fully draw on the availability under the DIP Facility, the chances of successfully reorganizing the Debtors' business may be seriously jeopardized, the likelihood that the Debtors will instead be required to liquidate or sell their assets may be increased, and, as a result, creditor recoveries may be significantly impaired.

Furthermore, the Debtors cannot predict the ultimate amount of all settlement terms for the liabilities that will be subject to a plan of reorganization. Even after a plan of reorganization is approved and implemented, the Reorganized Debtors' operating results may be adversely affected by the possible reluctance of prospective lenders and other counterparties to do business with a company that recently emerged from bankruptcy protection.

3. Financial Results May Be Volatile and May Not Reflect Historical Trends.

The Financial Projections attached hereto as Exhibit C are based on assumptions that are an integral part of the projections, including Confirmation and Consummation of the Plan in accordance with its terms, the anticipated future performance of the Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize.

In addition, unanticipated events and circumstances occurring after the date hereof may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the value of the New Equity Interests and the ability of the Debtors to make necessary payments.

Because the actual results achieved may vary from projected results, perhaps significantly, the Financial Projections should not be relied upon as a guarantee or other assurance of the actual results that will occur. The information included in this Disclosure Statement does not necessarily conform to the information, including with respect to the Financial Projections, that would be required if the Solicitation was made pursuant to a registration statement filed with the SEC or another securities regulator.

Further, during the Chapter 11 Cases, the Debtors expect that their financial results will continue to be volatile as restructuring activities and expenses and Claims assessments significantly impact the Debtors' consolidated financial statements. As a result, the Debtors' historical financial performance likely will not be indicative of their financial performance after the Petition Date. In addition, if the Debtors emerge from the Chapter 11 Cases, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan of reorganization. The Debtors may be required to adopt "fresh start" accounting in accordance with Accounting Standards Codification 852 ("Reorganizations") in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting may be different from historical trends. The Financial Projections contained herein do not currently reflect the impact of "fresh start" accounting.

Lastly, the business plan was developed by the Debtors with the assistance of their advisors. There can be no assurances that the Debtors' business plan will not change, perhaps materially, as a result of decisions that the board of directors may make after fully evaluating the strategic direction of the Debtors and their business plan. Any deviations from the Debtors' existing business plan would necessarily cause a deviation.

4. The Reorganized Debtors May Not Be Able to Implement the Business Plan.

While the Debtors believe that Consummation of the Plan will put them in a strong position to implement their go-forward business plan, various factors beyond the Reorganized Debtors' control may hinder or prevent their successful implementation of the business plan. In particular, the Reorganized Debtors' successful implementation of the business plan depends significantly on maintaining and growing their customer base. Given the nature of the Debtors' customer arrangements, there can be no assurance that the Reorganized Debtors will maintain and grow their customer base. The erosion of the Reorganized Debtors' customer base may materially and adversely affect their operating results and hinder or prevent their successful implementation of the business plan.

5. The Debtors' Business is Subject to Various Laws and Regulations That Can Adversely Affect the Cost, Manner, or Feasibility of Doing Business.

The Debtors' operations are subject to various federal, state, and local laws and regulations. The Debtors may be required to make large expenditures to comply with such regulations. Failure to comply with these laws and regulations may result in the suspension or termination of operations and subject the Debtors to administrative, civil, and criminal penalties, which could have a material adverse effect on the business, financial condition, results of operations, and cash flows of the Reorganized Debtors.

6. The Reorganized Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases.

In the future, the Reorganized Debtors may become parties to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or

damages that could significantly affect the Reorganized Debtors' financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that the Reorganized Debtors may become party to, nor the final resolution of such litigation. The impact of any such litigation on the Reorganized Debtors' business and financial stability, however, could be material.

7. The Loss of Key Personnel Could Adversely Affect the Debtors' Operations.

The Debtors' operations are dependent on a relatively small group of key management personnel and a highly skilled employee base. The Debtors' recent liquidity issues and the Chapter 11 Cases have created distractions and uncertainty for key management personnel and employees. As a result, the Debtors have experienced and may continue to experience increased levels of employee attrition. Because competition for experienced personnel can be significant, the Debtors may be unable to find acceptable replacements with comparable skills and experience and the loss of such key management personnel could adversely affect the Debtors' ability to operate their business. In addition, a loss of key personnel or material erosion of employee morale could have a material adverse effect on the Debtors' ability to meet expectations, thereby adversely affecting the Debtors' business and the results of operations.

8. The Debtors Could Fail to Retain or Attract Customers, Which Would Adversely Affect the Debtors' Business and Financial Results.

The Debtors' future revenue is dependent in large part upon the retention and growth of their existing customer base, in terms of customers continuing to purchase products. Existing customers may purchase fewer products or turn to alternative suppliers of such products, which could have a material adverse effect on the Debtors' business and results of operations. In such cases, there can be no assurance that the Debtors will be able to retain their current customers.

A variety of factors could affect the Debtors' ability to successfully retain and attract customers, including the level of demand for their products, the level of customer spending in the plastic film industry, the quality of the Debtors' customer service, the Debtors' ability to update their products and develop new products and services desired by customers, and the Debtors' ability to integrate and manage any acquired business. Further, the industry in which the Debtors operate is highly competitive and the Debtors may not be able to compete effectively. The Debtors' revenue comes from the sale of the Debtors' products. It is impossible to predict with perfect accuracy what market demand for such offerings will be. Further, the Debtors' business is highly tied to discretionary consumer spending habits, and interest rates, tariffs, employment, fuel costs, and general economic conditions may impact customers' finances and therefore willingness to spend on the Debtors' products.

9. Deteriorations in Business Relationships May Impact the Ability to Source Materials.

The Debtors' success depends in part on their ability to source the materials necessary to produce and sell the Debtors' products. These materials are sourced from a broad range of suppliers. As a result, the Debtors' business depends on maintaining productive business relationships with their international and dispersed network of third-party suppliers. The Debtors' operations could be disrupted if such business relationships decline, for whatever reason, or if such suppliers go out of business or are unable to provide materials to the Debtors as they have on a historical basis. There is a risk that economic conditions could lead to financial, operational, production, labor, regulatory, or quality assurance difficulties that could result in a reduction or interruption in the Debtors' raw material supply.

10. Certain Other Contingencies May Have a Material Adverse Effect on the Debtors' Business.

The occurrence or non-occurrence of any or all of the following contingencies, and any others, may have a material adverse effect on the Debtors' business, financial condition or results of operations, and as a result. The risks and uncertainties described below are not the only risks that the Debtors face. Additional risks and uncertainties not currently known to the Debtors or that the Debtors currently deem to be immaterial may also have a material adverse effect on the Debtors' business, financial condition or results of operations. Such risks and contingencies include:

- volatile and uncertain costs and availability of energy and raw materials utilized for the Debtors' products;
- disruptions in the supply of raw materials and high concentration of the Debtors' supplier base;
- disruptions in global or regional macroeconomic and geopolitical conditions;
- risks related to conducting operations in many different countries;
- significant competition in the Debtors' markets;
- competition from new market entrants and from alternative forms of packaging;
- the loss of key customers for the Debtors' products, or increased customer concentration due to industry consolidation;
- impact of environmental concerns on the Debtors' sales;
- the Debtors' high fixed costs;
- changes in packaging regulations and their enforcement;
- new or existing packaging regulations in the Debtors' end-markets and their enforcement;
- current and future environmental, health and safety and other governmental requirements;
- the Debtors' failure to develop new products or improve existing products that meet the Debtors' customers' needs, as well as delays in the development of new products.

- interruptions in the operations of the Debtors' manufacturing plants;
- the Debtors' inability to fund the capital investment requirements of the Debtors' business;
- the Debtors' inability to successfully consummate acquisitions or integrate acquired businesses;
- government regulations or legislation to ban or tax the production of certain plastics or plastic products;
- potential liability for damages related to the contamination of soil and groundwater or other types of damages due to the presence of hazardous materials at the Debtors' facilities or in the Debtors' products;
- governmental and market responses to concerns relating to greenhouse gas emissions and climate change and potentially increased costs related thereto;
- potential liability for damages based on product liability claims;
- the Debtors' exposure to currency fluctuations in several countries;
- volatility in energy prices and the Debtors' inability to pass resulting increased costs on to the Debtors' customers;
- the Debtors' inability to successfully implement the Debtors' business strategies, including cost savings and other growth initiatives;
- any disruptions in the services of the Debtors' external transportation and warehousing providers;
- higher employment costs;
- the failure to maintain good employee relations;
- dependence on the continued service of the Debtors' senior management;
- fluctuations in the financial markets that may adversely affect the Debtors' pension plan assets and the Debtors' future cash flows;
- the failure of the Debtors' patents, trademarks, models and confidentiality agreements to protect the Debtors' intellectual property;
- the Debtors' failure to comply with the U.S. Foreign Corrupt Practices Act, trade and economic sanctions and other similar laws, and resulting penalties and damage to the Debtors' reputation;
- the Debtors' current and future involvement in legal proceedings;

- challenges by tax authorities to the Debtors' historical and future tax positions or the Debtors' allocation of taxable income among the Debtors' subsidiaries, as well as changes in the tax laws to which the Debtors are subject;
- cyber risk and the failure to maintain the integrity of the Debtors' operational or security systems or infrastructure, or those of third parties with which the Debtors do business;
- sudden fluctuations and seasonal changes in demand for the Debtors' customers' products;
- changes to the Debtors' insurance coverage;
- competition and antitrust laws;
- the quality and reliability of the facilities, machinery and equipment provided by the Debtors' technology and telecommunications providers and the Debtors' reliance on a limited number of suppliers of such technology; and
- the adequacy of the Debtors' accounting, planning or internal financial controls and related systems to prevent and discover previous or future breaches of laws and regulations and generally to manage risks.

11. The Reorganized Debtors May Not Be Able to Generate or Receive Sufficient Cash to Service All of Their Indebtedness and May Be Forced to Take Other Actions to Satisfy their Obligations, Which May Not Be Successful.

The Reorganized Debtors' ability to make scheduled payments on, or refinance their debt obligations, depends on the Reorganized Debtors' 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 the Reorganized Debtors to pay the principal, premium, if any, and interest and/or fees on their indebtedness. In addition, if the Reorganized Debtors need to refinance their debt, obtain additional financing, or sell assets or equity, they may not be able to do so on commercially reasonable terms, if at all.

If cash flows and capital resources are insufficient to fund the Reorganized Debtors' debt obligations, they could face substantial liquidity problems and might be forced to reduce or delay investments and capital expenditures, or to dispose of assets or operations, seek additional capital or restructure or refinance debt, including the Exit Facility. These alternative measures may not be successful, may not be completed on economically attractive terms, or may not be adequate to satisfy their debt obligations when due.

Further, if the Reorganized Debtors suffer or appear to suffer from a lack of available liquidity, the evaluation of their creditworthiness by counterparties and rating agencies and the willingness of third parties to do business with them could be adversely affected.

D. Risks Related to the Offer and Issuance of Securities Under the Plan.**1. Holders of New Equity Interests and Other Securities May Be Restricted in Their Ability to Transfer or Sell Their Securities.**

Before the Petition Date, the offering, issuance, and distribution of any New Equity Interests and/or the offering, issuance, and distribution of any Other Securities shall be exempt from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or in reliance on Regulation S under the Securities Act.

After the Petition Date, pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the offering, issuance, and distribution of the New Equity Interests as contemplated herein and/or the offering, issuance, and distribution of Other Securities, if any, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of Securities.

The shares of New Equity Interests and the Other Securities, if any, to be issued under the Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of the United States Securities and Exchange Commission or state or local securities laws, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Equity Interests in the New Organizational Documents.

The shares of New Equity Interests and the Other Securities, if any, that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act and subject to any restrictions on the transferability of such New Equity Interests in the New Organizational Documents.

Recipients of the New Equity Interests and the Other Securities, if any, are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable Blue-Sky Laws for resales of New Equity Interests.

See Article XII of this Disclosure Statement, entitled “Certain Securities Law Matters,” for additional details.

2. A Liquid Trading Market for the Shares of New Equity Interests May Not Develop.

Although the Debtors may apply to relist the New Equity Interests on a national securities exchange, the Debtors make no assurance that they will be able to obtain this listing or, even if the Debtors do, that liquid trading markets for shares of New Equity Interests will develop in a timely fashion or at all. The liquidity of any market for New Equity Interests will depend upon, among other things, the number of Holders of shares of New Equity Interests, the Debtors’ financial performance, and the market for similar securities, which are outside of the Debtors’ control and cannot be determined or predicted. Accordingly,

there can be no assurance that an active trading market for the New Equity Interests will develop in a timely fashion or at all, nor can any assurance be given as to the liquidity or prices at which such securities might be traded. In the event an active trading market does not develop in a timely fashion or at all, the ability to transfer or sell shares of New Equity Interests may be substantially limited, and the price for shares of the New Equity Interests may materially decline or may be considered unfavorable. You may be required to bear the financial risk of your ownership of the New Equity Interests indefinitely.

In addition, the Reorganized Debtors do not expect to be subject to the reporting requirements of the Securities Act, and Holders of the New Equity Interests will not be entitled to any information except as expressly required by the New Organizational Documents. As a result, the information which the Debtors are required to provide in order to issue the New Equity Interests may be less than the Debtors would be required to provide if the New Equity Interests were registered or otherwise subject to the reporting requirements of the Securities Act. Among other things, the Debtors may not be required to provide: (a) separate financial information for any subsidiary; (b) select annual audited financial data; (c) selected quarterly or other interim financial data; (d) certain information about the Debtors' disclosure controls and procedures and their internal controls over financial reporting; and (e) certain information regarding the Debtors' executive compensation policies and practices and historical compensation information for their executive officers. This lack of information could materially impair your ability to evaluate your ownership and the marketability of the New Equity Interests.

3. Certain Securities will be Subject to Resale Restrictions.

The New Equity Interests to be issued under the Plan have not been registered under the Securities Act, any state securities laws, or the laws of any other jurisdiction. Such securities are being issued and sold pursuant to an exemption from registration under the applicable securities laws. Accordingly, such securities will be 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. In addition, holders of New Equity Interests will be subject to the New Organizational Documents. Further, any 1145 Securities issued pursuant to section 1145(a) of the Bankruptcy Code to persons who are deemed to be "underwriters" under section 1145(b) of the Bankruptcy Code will also be subject to resale restrictions. *See Article XII* of this Disclosure Statement, entitled "Certain Securities Law Matters," for additional details.

4. The Trading Price for the New Equity Interests May Be Depressed Following the Effective Date.

Following the Effective Date, certain shares of the New Equity Interests may be sold to satisfy withholding tax requirements, to the extent necessary to fund such requirements. In addition, Holders of Claims that receive the New Equity Interests may seek to sell such securities in an effort to obtain liquidity. These sales and the volume of New Equity Interests available for trading could cause the trading price for the New Equity Interests to be depressed, particularly in the absence of an established trading market for the New Equity Interests.

X. SOLICITATION AND VOTING PROCEDURES.

This Disclosure Statement is being distributed to Holders of First Lien Claims and Second Lien Claims in connection with the Solicitation of votes and consents to accept or reject the Plan. This Disclosure Statement is accompanied by the Ballot, a ballot to be used for voting on the Plan.

A. Holders of Claims Entitled to Vote on the Plan.

B. Under the provisions of the Bankruptcy Code, not all holders of claims against or interests in a debtor are entitled to vote on a chapter 11 plan. The table in Article III.E of this Disclosure Statement, entitled “What are the Restructuring Transactions Under the Plan?”

The RSA and the Plan contemplate a recapitalization of the Debtors, through which the Debtors will issue and distribute the New Equity Interests and enter into the Exit Facility.

Am I entitled to vote on and consent to the Plan?,” provides a summary of the status and voting rights of each Class (and, therefore, of each Holder within such Class absent an objection to the Holder’s Claim) under the Plan.

The Debtors are soliciting votes to accept or reject the Plan only from Holders of Claims in Class 3 and Class 4 (collectively, the “Voting Classes”). The Holders of Claims in the Voting Classes are Impaired under the Plan and may, if the Plan is Confirmed and Consummated, receive a distribution under the Plan. Accordingly, Holders of Claims in the Voting Classes have the right to vote to accept or reject the Plan.

The Debtors are *not* soliciting votes on the Plan from Holders of Claims or Interests in Classes 1, 2, 5, 6, 7, 8, or 9.

C. Voting Record Dates.

The First Lien SFA Loans Voting Record Date is October 30, 2025 (the “First Lien SFA Loans Voting Record Date”).⁸ The First Lien SFA Loans Voting Record Date is the date on which it will be determined which Holders of First Lien SFA Claims in the Voting Classes are entitled to vote to accept or reject the Plan, and whether First Lien SFA Claims have been properly assigned or transferred under Bankruptcy Rule 3001(e) such that an assignee or transferee, as applicable, can vote to accept or reject the Plan as the Holder of a Claim.

The Noteholders Voting Record Date is the individualized date in which each Holder of First Lien Secured Notes and Second Lien Secured Notes submits their respective votes on the Plan and thereby blocks the amount of their Claims entitled to vote on the Plan (the “Noteholders Voting Record Date” and, together with the First Lien SFA Loans Voting Record Date, the “Voting Record Dates”).

D. Voting on the Plan.

Detailed instructions regarding how eligible Holders of Claims or Interest can vote on the Plan are contained on the ballots distributed to Holder of Claims that are entitled to vote on the Plan (the “Ballots”). For your vote to be counted, your Ballot must be properly completed, executed, and delivered as directed, so that the Ballot containing your vote is **actually received** by the Claims and Noticing Agent **on or before the Voting Deadlines, i.e., December 11, 2025 at 4:00 p.m., prevailing Central Time.**

E. Ballots Not Counted.

No Ballot will be counted toward Confirmation of the Plan if, among other things: (1) it is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (2) it

⁸ The USD Term Loan is denominated in United States dollars while the rest of the First Lien SFA Claims are euro denominated. For consistency of currency for voting purposes, the USD Term Loan was converted into euro’s as of the Voting Record Date.

was transmitted by means other than as specifically set forth in the Ballots; (3) it was cast by an entity that is not entitled to vote on the Plan; (4) it was sent to any person or entity other than the Claims and Noticing Agent; (5) it is unsigned; (6) it is not clearly marked to either accept or reject the Plan or it is marked both to accept and reject the Plan. **Please refer to your Ballot for additional requirements with respect to voting to accept or reject the Plan.**

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE THAT IS OTHERWISE IN COMPLIANCE WITH THE SOLICITATION AND VOTING PROCEDURES PROVIDED IN THIS ARTICLE X OF THE DISCLOSURE STATEMENT OR THE DIRECTIONS AND REQUIREMENTS SET FORTH IN YOUR BALLOT WILL NOT BE COUNTED WITH RESPECT TO VOTING ON THE PLAN WITHOUT THE CONSENT OF THE COMPANY.

F. Votes Required for Acceptance by a Class.

Under the Bankruptcy Code, acceptance of a plan of reorganization by a class of claims or interests is determined by calculating the amount and, if a class of claims, the number, of claims and interests voting to accept, as a percentage of the allowed claims or interests, as applicable, that have voted. Acceptance by a class of claims requires an affirmative vote of more than one-half in number of total allowed claims that have voted and an affirmative vote of at least two-thirds in dollar amount of the total allowed claims that have voted. Acceptance by a class of interests requires an affirmative vote of at least two-thirds in amount of the total allowed interests that have voted.

G. How to Opt Out of the Releases.

If you vote or consent to accept the Plan, you cannot opt out of the Third-Party Release set forth in Article VIII.D of the Plan. By voting to accept the Plan, you are consenting to grant the Third-Party Release.

You can opt out of providing the Third-Party Release if (a) you are a Holder of Claims or Interests (i) that is deemed to accept the Plan, (ii) is eligible to vote on or consent to the Plan and abstains from voting on the Plan, (iii) votes or consents to reject the Plan, or (iv) that is deemed to reject the Plan, and (b) you affirmatively opt out of the releases provided by the Plan by checking the applicable box on the Opt-Out Form indicating that they opt not to grant the releases provided in the Plan.

H. General Procedures for Participating in the Consent Solicitation.

The Issuer is not soliciting consents pursuant to the Consent Solicitation from any Holders in any jurisdiction in which voting with respect to the Consent Solicitation would not be in compliance with the laws of such jurisdiction. Each First Lien Secured Noteholder and Second Lien Secured Noteholder who comes into possession of this Disclosure Statement must inform itself about and comply with all applicable laws and regulations in force in any jurisdiction in which it holds First Lien Secured Notes and/or Second Lien Secured Notes.

Eligible Holders are advised to check with any bank, securities broker or other intermediary through which they hold First Lien Secured Notes and/or Second Lien Secured Notes as to when such intermediary would need to receive instructions from a Holder thereof in order for such Holder to be able to participate in the Consent Solicitation before the Voting Deadline. The deadlines set by any such intermediary and the relevant Clearing System for the submission of Electronic Consent Instructions may be earlier than the Voting Deadline.

Direct Participants must submit Electronic Consent Instructions in accordance with the procedures established by the relevant Clearing System. Direct Participants should refer to the respective notifications (including, in particular, the Clearing System Notices) that Direct Participants receive from the Clearing Systems for detailed information regarding participation procedures, which may include certain special procedures, and should contact the relevant Clearing System with respect to questions as to the requirements for the submission of Electronic Consent Instructions to that Clearing System.

By submitting Electronic Consent Instructions on behalf of an Eligible Holder, each Direct Participant will be deemed to have consented to the relevant Clearing System providing any details set forth in such Electronic Consent Instruction to the Information and Tabulation Agent (and to the Information and Tabulation Agent providing such details to the Debtors and their legal and other advisers). Eligible Holders that need assistance with respect to the procedures for participating in the Consent Solicitation should contact the Information and Tabulation Agent. Furthermore, pursuant to the terms of this Disclosure Statement, the Information and Tabulation Agent will be deemed to have been authorized by the Direct Participant to share with the Claims and Noticing Agent any and all information about such Direct Participant's Ballot disclosed to the Information and Tabulation Agent via such Direct Participant's Ballot or otherwise.

I. Steps to Participate in the Consent Solicitation and Submit Electronic Consent Instructions.

Only Eligible Holders may participate in the Consent Solicitation. An Eligible Holder that wishes to consent to the Plan must deliver an Electronic Consent Instruction. Only Direct Participants may submit Electronic Consent Instructions to the Clearing Systems. Each Electronic Consent Instruction must include, in addition to any information required by the relevant Clearing System:

- the principal amount of the First Lien Secured Notes and/or Second Lien Secured Notes to which such Electronic Consent Instruction relates (only Electronic Consent Instructions with respect to First Lien Secured Notes and/or Second Lien Secured Notes in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof will be accepted); and/or
- the name of the Direct Participant and the securities account number for the relevant Clearing System in which the First Lien Secured Notes and/or Second Lien Secured Notes are held; and
- the name, telephone number and email address of the beneficial owner of the First Lien Secured Notes and/or Second Lien Secured Notes to which such Electronic Consent Instruction relates.

If the Eligible Holder is not a Direct Participant, the Eligible Holder (or a financial institution or other intermediary on its behalf) must procure that the Direct Participant through which it holds the First Lien Secured Notes and/or the Second Lien Secured Notes submits an Electronic Consent Instruction. The receipt of an Electronic Consent Instruction by the relevant Clearing System will be acknowledged by such Clearing System in accordance with the procedures laid out in the Clearing System Notice of that Clearing System and will result in the blocking of the First Lien Secured Notes and/or the Second Lien Secured Notes represented by such Electronic Consent Instruction until the earliest to occur of (i) the Voting Deadline and (ii) the date on which the relevant Eligible Holder validly submits a withdrawal notice. Each Eligible Holder that submits an Electronic Consent Instruction must take the appropriate steps through the relevant Clearing System necessary to ensure that no transfers can be effected in relation to such blocked

First Lien Secured Notes and/or Second Lien Secured Notes in accordance with the requirements of the relevant Clearing System and the deadlines required by such Clearing System.

Upon validly submitting an Electronic Consent Instruction, each Eligible Holders will receive (i) if the relevant Eligible Holder is a First Lien Secured Noteholder, a First Lien Blocking Reference Number and (ii) if the relevant Eligible Holder is a Second Lien Secured Noteholder, a Second Lien Blocking Reference Number. Each Eligible Holder's First Lien Blocking Reference Number (in the case of First Lien Secured Noteholders) and Second Lien Blocking Reference Number (in the case of Second Lien Secured Noteholders) will be generated by the relevant Clearing System to confirm that no transfers may be effected in relation to such Eligible Holder's First Lien Secured Notes and/or Second Lien Secured Notes, as applicable, as set forth herein.

Upon receipt of their First Lien Blocking Number or Second Lien Blocking Number, as applicable, Eligible Holders must submit (i) if such Eligible Holder is a First Lien Secured Noteholder, a Class 3 Bond Ballot in accordance with the procedures set forth herein, including to the Information and Tabulation Agent's email address (velvet@glas.agency) by the Voting Deadline, which Class 3 Bond Ballot shall include such Eligible Holder's First Lien Blocking Reference Number and (ii) if such Eligible Holder is a Second Lien Secured Noteholder, a Class 4 Ballot in accordance with the procedures set forth herein, including to the Information and Tabulation Agent's email address (velvet@glas.agency) by the Voting Deadline, which Class 4 Ballot shall include such Eligible Holder's Second Lien Blocking Reference Number.

Neither of the Debtors or the Information and Tabulation Agent (nor any of their respective directors, offices, employees, agents, affiliates or advisers) will be responsible for ensuring that any Electronic Consent Instruction is submitted to or accepted by a Clearing System or for ensuring that the Clearing System submits any Electronic Consent Instruction, as applicable, to the Information and Tabulation Agent by the Voting Deadline. If (i) the Electronic Consent Instruction of any Eligible Holder is not submitted by the relevant Clearing System to the Information and Tabulation Agent on or before the Voting Deadline, or (ii) the Eligible Holder, or a Direct Participant or custodian on behalf of such Eligible Holder, does not submit any other required documents in connection with such submission, in each case on or before the applicable deadline, the Debtors reserve the absolute right to (a) reject the relevant Electronic Consent Instruction, (b) require that any errors or defects in the relevant Electronic Consent Instruction be remedied, or (c) waive any such errors or defects and accept the relevant Electronic Consent Instruction. In any such case, the rules, procedures and regulations of the relevant Clearing System will apply.

J. Revocation of Consents

First Lien Secured Noteholders and Second Lien Secured Noteholders may revoke their Electronic Consent Instructions prior to the Voting Deadline by validly submitting an electronic withdrawal notice prior (but not on or after) to the Voting Deadline. For a withdrawal to be effective, First Lien Secured Noteholders and Second Lien Secured Noteholders must submit a withdrawal notice. Only Direct Participants may submit a withdrawal notice to the relevant Clearing Systems.

Such withdrawal notice must include, in addition to any information required by the relevant Clearing System:

- the principal amount of the First Lien Secured Notes and/or Second Lien Secured Notes to which such withdrawal notice relates;
- a statement that you are revoking your consent in the Consent Solicitation;

- the name of the Direct Participant and the securities account number for the relevant Clearing System to which the withdrawn First Lien Secured Notes and/or Second Lien Secured Notes can be credited; and
- the name, telephone number and email address of the beneficial owner of the First Lien Secured Notes or Second Lien Secured Notes to which such withdrawal notice relates.

Properly revoked consents may be re-submitted by following the procedures described above at any time prior to the Voting Deadline.

K. Irregularities

All questions as to the validity, form and eligibility (including times of receipt) of any Electronic Consent Instruction will be determined by the Debtors in their sole discretion, which determination shall be final and binding. The Debtors reserve the absolute right to accept or reject any and all Electronic Consent Instructions not in proper form or for which any corresponding agreement by the Debtors to accept would, in the opinion of the Debtors and legal advisers, be unlawful. The Debtors also reserve the absolute right to waive any defects, irregularities or delay in the submission of any and all Electronic Consent Instructions in their sole discretion, and any such defect, irregularity or delay in respect of particular Electronic Consent Instructions, whether or not they also elect to waive similar defects, irregularities or any delay in respect of any other such Electronic Consent Instructions.

Any defect, irregularity or delay must be cured within such time as the Debtors determine, unless waived by them. Electronic Consent Instructions will be deemed not to have been or submitted until such defects, irregularities or delays have been cured or waived. Neither the Debtors nor the Information and Tabulation Agent, nor any of their respective directors, offices, employees, agents, affiliates or advisers shall be under any duty to give notice of any defects, irregularities or delays in any Electronic Consent Instruction nor shall any of them incur any liability for failing to give such notice.

XI. CONFIRMATION OF THE PLAN.

A. The Confirmation Hearing.

Under section 1129(a) of the Bankruptcy Code, the Bankruptcy Court, after notice, may hold a hearing to confirm a plan of reorganization. The Debtors will request, on the Petition Date, that the Bankruptcy Court set a hearing to approve the Plan and Disclosure Statement. The Confirmation Hearing may, however, be continued or adjourned from time to time without further notice to parties in interest other than an adjournment announced in open court a notice of adjournment Filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules. Subject to section 1127 of the Bankruptcy Code and the RSA, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Additionally, section 1128(b) of the Bankruptcy Code provides that a party in interest may object to Confirmation. The Debtors, in the same motion requesting a date for the Confirmation Hearing, will request that the Bankruptcy Court set a date and time for parties in interest to File objection to Confirmation of the Plan. An objection to Confirmation of the Plan must be Filed with the Bankruptcy Court and served on the Debtors and certain other parties in interest in accordance with the applicable order of the Bankruptcy Court so that it is actually received on or before the deadline to File such objections as set forth therein.

B. Requirements for Confirmation of the Plan.

Among the requirements for Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code are: (a) 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; (b) the Plan is feasible; and (c) 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: (i) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11 for Confirmation; (ii) the Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11 for Confirmation; and (iii) the Plan has been proposed in good faith.

C. Best Interests of Creditors/Liquidation Analysis.

Often called the “best interests” test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each holder of a claim or interest in such impaired class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value that is not less than the amount that the non-accepting holder would receive or retain if the debtors liquidated under chapter 7.

Attached hereto as **Exhibit D** and incorporated herein by reference is a liquidation analysis (the “Liquidation Analysis”) prepared by the Debtors with the assistance of the Debtors’ advisors and reliance upon the valuation methodologies utilized by the Debtors’ advisors. As reflected in the Liquidation Analysis, the Debtors believe that liquidation of the Debtors’ business under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by Holders of Claims or Interests as compared to distributions contemplated under the Plan. Consequently, the Debtors and their management believe that Confirmation of the Plan will provide a substantially greater return to Holders of Claims or Interests than would a liquidation under chapter 7 of the Bankruptcy Code.

If the Plan is not confirmed, and the Debtors fail to propose and confirm an alternative plan of reorganization, the Debtors’ business may be liquidated pursuant to the provisions of a chapter 11 liquidating plan. In liquidations under chapter 11, the Debtors’ assets could be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7. Thus, a chapter 11 liquidation may result in larger recoveries than a chapter 7 liquidation, but the delay in distributions could result in lower present values received and higher administrative costs. Any distribution to Holders of Claims or Interests (to the extent Holders of Interests would receive distributions at all) under a chapter 11 liquidation plan would most likely be substantially delayed. Most importantly, the Debtors believe that any distributions to creditors in a chapter 11 liquidation scenario would fail to capture the significant going-concern value of their business, which is reflected in the New Equity Interests to be distributed under the Plan. Accordingly, the Debtors believe that a chapter 11 liquidation would not result in distributions as favorable as those under the Plan.

D. Feasibility.

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in such plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the Debtors, with the assistance of their advisors, have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors have prepared their projected consolidated balance sheet, income statement, and statement of cash flows. Creditors and other interested parties should review Article IX of this Disclosure Statement entitled “Risk Factors” for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors.

The Financial Projections are attached hereto as Exhibit C and incorporated herein by reference. Based upon the Financial Projections, the Debtors believe that they will be a viable operation following the Chapter 11 Cases and that the Plan will meet the feasibility requirements of the Bankruptcy Code.

E. Acceptance by Impaired Classes.

The Bankruptcy Code requires, as a condition to confirmation, except as described in the following section, that each class of claims or interests impaired under a plan, accept the plan. A class that is not “impaired” under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such a class is not required.⁸

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in a number of allowed claims in that class, counting only those claims that have *actually* voted to accept or to reject the plan. Thus, a class of Claims will have voted to accept the Plan only if two-thirds in amount and a majority in number of the Allowed Claims in such Class that vote on the Plan actually cast their Ballots in favor of acceptance.

Section 1126(d) of the Bankruptcy Code defines acceptance of a plan by a class of impaired interests as acceptance by holders of at least two-thirds in amount of allowed interests in that class, counting only those interests that have *actually* voted to accept or to reject the plan. Thus, a Class of Interests will have voted to accept the Plan only if two-thirds in amount of the allowed interests in such Class that vote on the Plan actually cast their Ballots in favor of acceptance.

Pursuant to Article III.E of the Plan, if a Class contains Claims or Interests that are eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

F. Confirmation Without Acceptance by All Impaired Classes.

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes have not accepted it; *provided* that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class’s rejection or deemed rejection of the plan, the plan will be confirmed, at the plan proponent’s request, in a procedure commonly known as a “cramdown” so long as the plan does not “discriminate unfairly” and is “fair and equitable” with respect to each class of claims or interests that is impaired under, and has not accepted, the plan.

⁸ A class of claims is “impaired” within the meaning of section 1124 of the Bankruptcy Code unless the plan (a) leaves unaltered the legal, equitable, and contractual rights to which the claim or equity interest entitles the holder of such claim or equity interest or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

If any Impaired Class rejects the Plan, the Debtors reserve the right to seek to confirm the Plan utilizing the “cramdown” provision of section 1129(b) of the Bankruptcy Code. To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors may request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any Plan Supplement document, including the right to amend or modify the Plan or any Plan Supplement document to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

1. No Unfair Discrimination.

The “unfair discrimination” test applies to classes of claims or interests that are of equal priority and are receiving different treatment under a plan. The test does not require that the treatment be the same or equivalent, but that treatment be “fair.” In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims or interests of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly. A plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

2. Fair and Equitable Test.

The “fair and equitable” test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in the class. As to the dissenting class, the test sets different standards depending upon the type of claims or interests in the class.

The Debtors submit that if the Debtors “cramdown” the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured so that it does not “discriminate unfairly” and satisfies the “fair and equitable” requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank. With respect to the fair and equitable requirement, no Class under the Plan will receive more than 100 percent of the amount of Allowed Claims or Interests in that Class. The Debtors believe that the Plan and the treatment of all Classes of Claims or Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

XII. CERTAIN SECURITIES LAW MATTERS.

A. New Equity Interests.

As discussed herein, the Plan provides for the offer, issuance, sale, and distribution of New Equity Interests to certain Holders of Claims against the Debtors. The Debtors believe that the class of New Equity Interests will be “securities,” as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code and any applicable Blue-Sky Law.

The following discussion of the issuance and transferability of the New Equity Interests relates solely to matters arising under U.S. federal and state securities laws. The rights of Holders of New Equity Interests, including the right to transfer New Equity Interests, will also be subject to any restrictions in the New Organizational Documents to the extent applicable. Recipients of the New Equity Interests are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act, any applicable Blue-Sky Laws, and any other applicable securities laws.

B. Exemption from Registration Requirements; Issuance of New Equity Interests and Other Securities Under the Plan.

Prior to the Petition Date, the Debtors are relying on section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act, and similar Blue-Sky Laws provisions, to exempt from registration under the Securities Act and Blue-Sky Laws the offer of New Equity Interests and any Other Securities to Holders of Allowed First Lien Claims and Second Lien Claims, as may be applicable. Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder provide that the offering, issuance, and distribution of securities by an issuer in transactions not involving any public offering are exempt from registration under the Securities Act. Regulation S under the Securities Act provides an exemption from registration under the Securities Act for the offering, issuance, and distribution of securities in certain transactions to persons outside of the United States.

After the Petition Date, the Debtors believe that the issuance of the New Equity Interests (other than the New Equity Interests underlying the Management Incentive Plan) and any Other Securities will be exempt from federal registration requirements under section 1145 of the Bankruptcy Code, except in certain limited circumstances as explained in more detail in this Disclosure Statement and/or the Plan. For the avoidance of doubt, any securities that may not be issued to persons pursuant to section 1145 of the Bankruptcy Code are expected to be issued in reliance upon the exemption from registration set forth in section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder and/or Regulation S under the Securities Act.

In addition, the Debtors believe that any New Equity Interests and any Other Securities underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon section 4(a)(2) of the Securities Act, Regulation D and Rule 701 promulgated thereunder and/or Regulation S under the Securities Act, will be considered “restricted securities,” and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

Accordingly, no registration statement will be filed under the Securities Act or any state securities laws with respect to the initial offer, issuance, and distribution of any New Equity Interests and any Other Securities. Recipients of the New Equity Interests and any Other Securities are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable Blue-Sky Laws. As discussed below, the exemptions provided for in section 1145(a) do not apply to an entity that is deemed an “underwriter” as such term is defined in section 1145(b) of the Bankruptcy Code.

C. Resales of New Equity Interests and Other Securities; Definition of “Underwriter” Under Section 1145(b) of the Bankruptcy Code.

1. Resales of New Equity Interests and Other Securities Issued Pursuant to Section 1145.

The New Equity Interests (other than any New Equity Interests underlying the Management Incentive Plan) and any Other Securities to the extent offered, issued and distributed pursuant to section 1145 of the Bankruptcy Code, (i) will not be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, and (ii) will be transferable without registration under the Securities Act in the United States by the recipients thereof that are not, and have not been within ninety (90) days of such transfer, an “affiliate” of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an “underwriter” in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of

the SEC or state or local securities laws, if any, applicable at the time of any future transfer of such securities or instruments.

Section 1145(b)(1) of the Bankruptcy Code defines an “underwriter” as one who, except with respect to “ordinary trading transactions” of an entity that is not an “issuer”: (1) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (2) offers to sell securities offered or sold under a plan for the holders of such securities; (3) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (a) with a view to distribution of such securities and (b) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (4) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer’s securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an “issuer” for purposes of whether a Person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as “statutory underwriters” all “affiliates,” which are all Persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to “issuer,” as used in the definition of “underwriter” contained in section 2(a)(11) of the Securities Act, is intended to cover “Controlling Persons” of the issuer of the securities. “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. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a “Controlling Person” of the debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor’s or its successor’s voting securities. In addition, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns 10 percent or more of a class of voting securities of a reorganized debtor may be presumed to be a “Controlling Person” and, therefore, an underwriter.

Resales of the New Equity Interests and any Other Securities pursuant to the Plan by entities deemed to be “underwriters” (which definition includes “Controlling Persons”) are not exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Under certain circumstances, holders of such New Equity Interests and any Other Securities who are deemed to be “underwriters” may be entitled to resell their New Equity Interests and any Other Securities pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of “control” securities received by such Person if the requirements for sales of such control securities under Rule 144 have been met, including that current information regarding the issuer is publicly available and volume limitations, manner of sale requirements and certain other conditions are met. Whether any particular Person would be deemed to be an “underwriter” (including whether the Person is a “Controlling Person”) with respect to the New Equity Interests and any Other Securities would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any Person would be deemed an “underwriter” with respect to such New Equity Interests and any Other Securities and, in turn, whether any Person may freely trade such New Equity Interests and any Other Securities under the federal securities laws. The Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, Rule 144 will not be available for resales of such New Equity Interests and any Other Securities by Persons deemed to be underwriters or otherwise.

IN VIEW OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A RECIPIENT OF SECURITIES MAY BE AN UNDERWRITER OR AN AFFILIATE OF THE REORGANIZED DEBTORS, THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE IN SECURITIES TO BE DISTRIBUTED PURSUANT TO THE PLAN. ACCORDINGLY, THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF NEW EQUITY INTERESTS AND ANY OTHER SECURITIES CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES.

2. Resales of New Equity Interests and Other Securities Issued Pursuant to Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act.

Prior the Petition Date, all New Equity Interests and any Other Securities will be offered, issued, and distributed in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and/or Regulation S under the Securities Act, will be considered “restricted securities,” and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom and pursuant to applicable state securities laws. In addition, any securities that may not be issued to such persons pursuant to section 1145 of the Bankruptcy Code (including any New Equity Interests underlying the Management Incentive Plan) will be issued in reliance upon the exemption from registration set forth in section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder and/or Regulation S under the Securities Act.

Generally, Rule 144 of the Securities Act provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the issuer is a reporting issuer and whether the holder of the restricted securities is an “affiliate” of the issuer. Rule 144 defines an affiliate 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 who has not been an affiliate of the issuer during the preceding three months may resell restricted securities of an issuer that does not file reports with the SEC pursuant to Rule 144 after a one-year holding period. An affiliate may resell restricted securities of an issuer that does not file reports with the SEC under Rule 144 after such holding period, as well as other securities without a holding period, but only if certain current public information regarding the issuer is available at the time of the sale and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. The Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, even after the holding period, Rule 144 may not be available for resales of such New Equity Interests and any Other Securities by affiliates of the Debtors. Restricted securities (as well as other securities held by affiliates) may be resold without holding periods under other exemptions from registration, including Rule 144A under the Securities Act and Regulation S under the Securities Act, but only in compliance with the conditions of such exemptions from registration.

In addition, in connection with resales of any New Equity Interests and any Other Securities offered, issued and distributed pursuant to Regulation S under the Securities Act: (i) the offer or sale, if made prior to the expiration of the one-year distribution compliance period, may not be made to a U.S. person or for the account or benefit of a U.S. person (other than a distributor); and (ii) the offer or sale, if made prior to the expiration of the applicable one-year or six-month distribution compliance period, is made pursuant to the following conditions: (a) the purchaser (other than a distributor) certifies that it is not a U.S. person and is not acquiring the securities for the account or benefit of any U.S. person or is a U.S. person who purchased securities in a transaction that did not require registration under the Securities Act; and (b) the purchaser agrees to resell such securities only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration;

and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the Securities Act.

All New Equity Interests and any Other Securities issued in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and/or Regulation S under the Securities Act, will bear a restrictive legend. Each certificate or book-entry interest representing, or issued in exchange for or upon the transfer, sale or assignment of, any New Equity Interests and any Other Securities issued in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and/or Regulation S under the Securities Act, shall be stamped or otherwise imprinted with a legend in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

The Debtors will reserve the right to require certification, legal opinions, or other evidence of compliance with Rule 144 or another applicable exemption from registration as a condition to the removal of such legend, or to any resale of the New Equity Interests and any Other Securities issued in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and/or Regulation S under the Securities Act. The Debtors will also reserve the right to stop the transfer of any such New Equity Interests and any Other Securities if such transfer (x) is not registered in compliance with Rule 144 or in compliance with another applicable exemption from registration (including section 1145 of the Bankruptcy Code) or (y) would otherwise make the Debtors subject to the periodic reporting requirements under the Exchange Act.

Notwithstanding anything to the contrary in this Disclosure Statement, no Entity shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan or this Disclosure Statement, including, for the avoidance of doubt, whether the New Equity Interests and any Other Securities are exempt from the registration requirements of section 5 of the Securities Act.

In addition to the foregoing restrictions, the New Equity Interests and any Other Securities will also be subject to any applicable transfer restrictions contained in the New Organizational Documents.

PERSONS WHO RECEIVE SECURITIES UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISOR WITH RESPECT TO THE RESTRICTIONS APPLICABLE UNDER THE FEDERAL OR STATE SECURITIES LAWS AND THE CIRCUMSTANCES UNDER WHICH SECURITIES MAY BE SOLD IN RELIANCE ON SUCH LAWS. THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING, AND DO NOT PROVIDE, ANY OPINIONS OR ADVICE WITH RESPECT TO THE SECURITIES OR THE BANKRUPTCY MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT. IN LIGHT OF THE UNCERTAINTY CONCERNING THE AVAILABILITY OF EXEMPTIONS FROM THE RELEVANT PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS, WE ENCOURAGE EACH RECIPIENT OF SECURITIES AND PARTY IN INTEREST TO CONSIDER CAREFULLY AND CONSULT WITH ITS OWN LEGAL ADVISORS WITH RESPECT TO ALL SUCH MATTERS. BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A SECURITY IS EXEMPT FROM THE REGISTRATION REQUIREMENTS

UNDER THE FEDERAL OR STATE SECURITIES LAWS OR WHETHER A PARTICULAR RECIPIENT OF NEW EQUITY INTERESTS AND OTHER SECURITIES MAY BE AN UNDERWRITER, WE MAKE NO REPRESENTATION CONCERNING THE ABILITY OF A PERSON TO DISPOSE OF THE SECURITIES ISSUED UNDER THE PLAN.

D. Incorporation of Certain Information by Reference.

The Debtors are incorporating by reference certain historical financial information of Kleopatra Holdings 2 S.C.A. contained in prior-year financial reports (the “Historical Financial Reports”) in this Disclosure Statement, which means the Debtors are disclosing important information about their historical financial performance to Eligible Holders by referring Eligible Holders to such Historical Financial Reports. The Historical Financial Reports being incorporated by reference herein are an important part of this Disclosure Statement and should be reviewed in full before deciding whether or not to vote and/or consent to accept the Plan and support Confirmation of the Plan. With respect to such financial data or information, including, but not limited to, adjusted EBITDA, liquidity and capital resources, and amount of indebtedness, any such financial data or information contained in the Historical Financial Reports being incorporated by reference herein or in this Disclosure Statement, if dated as at a later date, shall supersede any corresponding financial data or information contained in the Historical Financial Reports being incorporated by reference herein, if dated as at an earlier date, to the extent that any such financial data or information is more updated. Except as expressly stated below, information included on, or accessible from, the Company’s website is not incorporated by reference or made a part of this Disclosure Statement. Furthermore, notwithstanding anything to the contrary in this Disclosure Statement, this Disclosure Statement shall not incorporate by reference any projections or forecasts of the Company or any of its affiliates.

The following are hereby incorporated by reference in this Disclosure Statement:

- Kleopatra Holdings 2 S.C.A.’s quarterly report for the three and nine months ended September 30, 2024, which includes comparative financial information for the three and nine months ended September 30, 2023 (the “Q3 2023 Interim Financial Statements”), at https://www.kpfilms.com/en/investors/Q3_2024_Bond_Reporting.pdf;
- Kleopatra Holdings 2 S.C.A.’s annual report for the year ended December 31, 2023 (the “2023 Financial Statements”), available at: https://www.kpfilms.com/en/investors/Kleopatra_Holdings_2_S.C.A._Conso_Final_version_Signed.pdf; and
- Kleopatra Holdings 2 S.C.A.’s annual report for the year ended December 31, 2022 (the “2022 Financial Statements”) and, together with the 2023 Financial Statements, the “Annual Financial Statements”), available at: https://www.kpfilms.com/en/investors/Kleopatra_Holdings_2_S.C.A._Conso_Final_version_Signed.pdf

The Debtors believe that the Historical Financial Reports will be useful to you because they contain the most recent financial reports prepared by the Company. You are advised to carefully review the financial information contained elsewhere in this Disclosure Statement, including but not limited to the information regarding the Company’s prepetition capital structure in Section IV.C and the discussion regarding the events leading to these chapter 11 cases in Section V, which contain information regarding the Company’s business, financial performance, position and prospects. You should not place any undue reliance on the Historical Financial Reports, which are included for informational purposes only and may not accurately present the Company’s business, financial performance, position and prospects as of the date of this Disclosure Statement.

E. Current Trading.

Based on preliminary drafts of internal management accounts and accounting schedules, the Company estimates that it achieved an EBITDA of €198.0 million for the 12 months ended September 30, 2025.

EBITDA is a supplemental measure of financial performance that is not required by, or presented in accordance with IFRS or any generally accepted accounting principles. The Company believes that EBITDA is a useful financial metric to assess operating performance before the impact of income taxes, interest expense and non-cash impairment charges. It also facilitates comparison between the Company and its competitors, but it should not be considered as a substitute to any financial metric prepared in accordance with IFRS or any generally accepted accounting principles.

This financial information is based on internal management estimates and has not been audited, reviewed or verified, and no procedures have been completed by the Company's independent auditors with respect thereto. Such financial information is not intended to be a comprehensive statement of the Company's financial or operational results for the year ended December 31, 2024 or the nine months ended September 30, 2025 or any future period. You should therefore not place undue reliance thereon. This preliminary information is subject to confirmation in the Company's audited consolidated financial statements and audit report for the year ended December 31, 2024 and unaudited interim consolidated financial statements and review report for the nine months ended September 30, 2025. Consequently, upon publication of the Company's audited results for the year ended December 31, 2024 and unaudited results for the nine months ended September 30, 2025, the Company may report results that are materially different from the ones set forth in this section. See "Risk Factors" in Section IX of this Disclosure Statement for a more complete discussion of certain of the factors that could affect the Company's business, financial position and results of operation.

XIII. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN.

THE STRUCTURE OF THE RESTRUCTURING TRANSACTIONS IS SUBJECT TO ONGOING REVIEW AND MAY CHANGE IN ONE OR MORE MATERIAL RESPECTS (INCLUDING THE ISSUER OF THE NEW EQUITY INTERESTS AND/OR ISSUER OF THE EXIT FACILITY).

THE DISCUSSION BELOW PROVIDES THE CONSEQUENCES OF RECEIPT OF THE NEW EQUITY INTERESTS UNDER TWO SEPARATE SCENARIOS -- A TRANSACTION INTENDED TO BE GOVERNED BY SECTION 1001 OF THE IRC AND A TRANSACTION INTENDED TO BE GOVERNED BY SECTION 351 OF THE IRC. WHILE NOT FREE FROM DOUBT, THE DEBTORS CURRENTLY BELIEVE THAT THERE IS A SUBSTANTIAL RISK THAT ISSUING THE NEW EQUITY INTERESTS IN A TRANSACTION INTENDED TO BE GOVERNED BY SECTION 1001 OF THE IRC COULD CREATE A MATERIAL GERMAN REAL ESTATE TRANSFER TAX LIABILITY. THE DEBTORS WILL CONTINUE TO STUDY WHETHER IT IS POSSIBLE TO ISSUE THE NEW EQUITY INTERESTS IN A TRANSACTION THAT IS INTENDED TO BE GOVERNED BY SECTION 1001 OF THE IRC WITHOUT CREATING A SUBSTANTIAL RISK OF A MATERIAL GERMAN REAL ESTATE TRANSFER TAX LIABILITY.

THE DEBTORS WILL PROVIDE SUPPLEMENTAL TAX DISCLOSURE AS PART OF THE PLAN SUPPLEMENT IF IT BECOMES APPARENT TO THE DEBTORS THAT THE FOLLOWING DISCUSSION IS NO LONGER ACCURATE IN A MATERIAL RESPECT. HOLDERS OF CLAIMS VOTING ON THE PLAN SHOULD DO SO KNOWING THAT THE TAX CONSEQUENCES OF THE PLAN TO THE DEBTORS AND/OR HOLDERS OF CLAIMS MAY BE SUBJECT TO MATERIAL CHANGE. HOLDERS OF CLAIMS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF THE PLAN.

A. Introduction.

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to the Debtors, the Reorganized Debtors, and to certain Holders of Claims. The following summary does not address the U.S. federal income tax consequences to Holders not entitled to vote to accept or reject the Plan. The summary of the U.S. federal income tax consequences of the consummation of the Plan is based on the U.S. Internal

Revenue Code of 1986, as amended (the “IRC”), the U.S. Treasury Regulations promulgated thereunder (the “Treasury Regulations”), judicial decisions and authorities, published administrative rules, positions and pronouncements of the U.S. Internal Revenue Service (the “IRS”), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect, so as to result in U.S. federal income tax consequences different from those summarized herein. 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. No opinion of counsel has been obtained, and the Debtors do not intend to seek a ruling or determination from the IRS as to any of the tax consequences of the Plan discussed below. The discussion below is not binding upon the IRS or the courts and 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 herein. This discussion assumes that the issuer of the New Equity Interests will be a Luxembourg entity that is treated as a non-U.S. corporation for U.S. federal income tax purposes. If the issuer of the New Equity Interests is instead a U.S. corporation, is instead organized in a different jurisdiction, or the Debtors conclude (contrary to the assumption made in this disclosure statement) that such issuer is expected to be treated as a U.S. corporation under Section 7874 of the IRC, supplemental tax disclosure will be filed as part of a Plan supplement. This discussion assumes that the Exit Facility will be issued by Kleopatra Finco S.à r.l., Klockner Pentaplast of America, Inc., and Klockner Pentaplast GmbH.

The discussion of the U.S. federal income tax consequences of the consummation of the Plan does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtors, Reorganized Debtors, or Holders in light of their individual circumstances. This discussion does not address tax issues with respect to Holders that are subject to special treatment under the U.S. federal income tax laws (including, for example, accrual-method U.S. Holders (as defined below) that prepare an “applicable financial statement” (as defined in Section 451 of the IRC), banks, mutual funds, governmental authorities or agencies, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, dealers and traders in securities, insurance companies, financial institutions, tax-exempt organizations, controlled foreign corporations, passive foreign investment companies, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, U.S. expatriates, broker-dealers, small business investment companies, Persons who are related to the Debtors within the meaning of the IRC, Persons liable for alternative minimum tax, Persons using a mark-to-market method of accounting, Holders that hold 10.0 percent or more of the equity of the Debtors or that will hold 10.0 percent or more of the equity of the Reorganized Debtors, Holders who are themselves in bankruptcy, real estate investment companies, regulated investment companies, and Holders holding, or who will hold, consideration received pursuant to the Plan as part of a hedge, straddle, conversion, or other integrated transaction).

No aspect of state, local, non-income, or (except as explicitly set forth below) non-U.S. taxation is addressed. Furthermore, this summary assumes that a Holder holds only Claims or Interests in a single Class and holds such Claims or Interests only as “capital assets” (within the meaning of section 1221 of the IRC). This summary also assumes that the various debt and other arrangements to which the Debtors and Reorganized Debtors are or will be a party will be respected for U.S. federal income tax purposes in accordance with their form, and, to the extent relevant, that the Claims constitute interests in the Debtors “solely as a creditor” for purposes of section 897 of the IRC. This summary also assumes that none of the First Lien Secured Notes, First Lien SFA Loans or Second Lien Secured Notes are “contingent payment debt instruments” within the meaning of Treasury Regulations section 1.1275-4 (“CPDI”). This summary does not discuss differences in tax consequences to Holders that act or receive consideration in a capacity other than any other Holder of a Claim or Interest of the same Class or Classes, and the tax consequences for such Holders may differ materially from that described below. The U.S. federal income tax consequences of the implementation of the Plan to the Debtors, Reorganized Debtors, and Holders of Claims and Interests described below also may vary depending on the nature of any Restructuring Transactions that the Debtors and/or Reorganized Debtors engage in. This summary does not address the U.S. federal income tax consequences to Holders (a) whose Claims are Unimpaired or otherwise entitled to payment in full under the Plan, or (b) that are deemed to reject the Plan.

For purposes of this discussion, a “U.S. Holder” is a Holder of a Claim or Interest that for U.S. federal income tax purposes is: (1) an individual who is a citizen or resident of the United States; (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized 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 (within the meaning of

section 7701(a)(30) of the IRC) has 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 (within the meaning of section 7701(a)(30) of the IRC). For purposes of this discussion, a “Non-U.S. Holder” is any Holder that is neither a U.S. Holder nor a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder, 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. Partnerships (or other pass-through entities) and partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders are urged to consult their own respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER. ALL HOLDERS OF CLAIMS OR INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF THE PLAN, AS WELL AS THE CONSEQUENCES TO THEM OF THE PLAN ARISING UNDER ANY OTHER U.S. FEDERAL TAX LAWS OR THE LAWS OF ANY STATE, LOCAL, OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE TREATY.

B. Characterization of the Restructuring Transactions.

1. In General.

The Debtors expect to implement the Plan through a recapitalization of the Debtors (and not as a taxable sale of the assets and/or equity interests in any Debtor or subsidiary thereof).

Debtor Klockner Pentaplast of America, Inc. and its U.S. subsidiaries are the only Debtors subject to U.S. federal income tax. The Debtors expect that the Debtors that are not currently subject to U.S. federal income tax (the “Ex-U.S. Debtors”) will not be subject to U.S. federal income tax immediately following the Restructuring Transactions. Accordingly, except as set forth in this paragraph and below in *Certain Expected Non-U.S. Tax Consequences to Ex-U.S. Debtors*, the tax consequences of the Restructuring Transactions to the Ex-U.S. Debtors are not discussed. While subject to further analysis and not free from doubt, the Debtors currently expect that the Restructuring Transactions will not give rise to a material income tax liability to any Ex-U.S. Debtor. It is possible that the German Debtors that hold German real estate could recognize a German real estate transfer tax cost due to an indirect transfer of at least 90% of the shares in such entity in the course of the Restructuring Transactions. The Debtors currently believe that, while not free from doubt, there is a substantial risk that issuing the New Equity Interests in a transaction that is intended to be governed by Section 1001 of the IRC could create a material German real estate transfer tax liability by causing the real estate transfer tax to apply more than once.

With respect to Klockner Pentaplast of America, Inc. and its U.S. subsidiaries (who are the exclusive subject of the remainder of the discussion in this section (b)), other than the discussion in “Certain Expected Non-U.S. Tax Consequences to Ex-U.S. Debtors”), the Debtors generally expect that they will incur cancellation of indebtedness income (“COD Income”) (as described below). The Debtors’ tax attributes would, subject to the rules discussed below regarding attribute reduction on account of excluded COD Income and regarding limitations under section 382 of the IRC, survive the restructuring process and carry over to the Reorganized Debtors.

While subject to ongoing analysis, it is possible that Klockner Pentaplast of America, Inc. may have a withholding tax liability in connection with steps required to effectuate the issuance of the Exit Facility to Holders of Second Lien Claims. Consequences, if any, to Klockner Pentaplast GmbH in connection with steps required to

effectuate the issuance of the Exit Facility to Holders of Second Lien Claims are subject to further analysis by the Debtors.

2. Cancellation of Debt and Reduction of Tax Attributes.

Expected Consequences to U.S. Debtors

In general, absent an exception, a taxpayer 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 amount of cash and the fair market value (or issue price, in the case of indebtedness) of any other consideration given in satisfaction of such indebtedness at the time of the exchange.

Under section 108 of the IRC, however, a taxpayer is not required to include any amount of COD Income in gross income if the taxpayer 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 taxpayer-debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the IRC. Such reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. In general, tax attributes will be reduced in the following order: (a) net operating losses (“NOLs”) and NOL carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets (but not below the amount of liabilities to which the debtor remains subject immediately after the discharge); (f) passive activity loss and credit carryovers; and (g) foreign tax credits carryovers. Deferred deductions under Section 163(j) of the IRC (“163(j) Deductions”) are not subject to reduction under these rules. 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. Alternatively, a debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the IRC. Where the taxpayer 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 Restructuring Transactions, the U.S. Debtors generally expect to realize COD Income, with an attendant decrease in tax attributes. The exact amount of any COD Income that will be realized by the Debtors will not be determinable until the consummation of the Plan.

3. Limitation on NOLs, 163(j) Deductions, and Other Tax Attributes.

After giving effect to the reduction in tax attributes pursuant to excluded COD Income, the Reorganized Debtors’ ability to use any remaining tax attributes post-emergence will be subject to certain limitations under sections 382 and 383 of the IRC.

Under sections 382 and 383 of the IRC, if the Debtors undergo an “ownership change” as defined under section 382 of the IRC, the amount of any remaining NOL carryforwards, tax credit carryforwards, 163(j) Deductions, and possibly certain other attributes (potentially including losses and deductions that have accrued economically but are unrecognized as of the date of the ownership change and cost recovery deductions) of the Debtors allocable to periods prior to the Effective Date (collectively, “Pre-Change Losses”) that may be utilized to offset future taxable income generally are subject to an annual limitation. 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 percent of the fair market value of its assets (with certain adjustments) before the ownership change.

The rules of section 382 of the IRC are complicated, but an ownership change of the Debtors is expected to occur as a result of the Restructuring Transactions. If such an ownership change occurs, the ability of the Reorganized Debtors to use the Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the IRC applies.

(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 (i) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments), and (ii) the "long-term tax-exempt rate" (which is the highest of the adjusted federal long-term rates in effect for any month in the three-calendar-month period ending with the calendar month in which the ownership change occurs, currently 3.65% percent for November 2025). Under certain circumstances, the annual limitation may be increased to the extent that the corporation (or parent of the consolidated group) has an overall built-in gain in its assets at the time of the ownership change. If the corporation or consolidated group has such "net unrealized built-in gain" at the time of an ownership change (taking into account most assets and items of "built-in" income, gain, loss, and deduction), any built-in gains recognized (or, according to the currently effective IRS Notice 2003-65, treated as recognized) during the following five-year period (up to the amount of the original net unrealized built-in gain) generally will increase the annual limitation in the year of such recognition, such that the loss corporation or consolidated group would be permitted to use its Pre-Change Losses against such built-in gain income in addition to its otherwise applicable annual limitation. Section 383 of the IRC 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. If the corporation or consolidated group does not continue its historic business (or if the historic business consists of multiple lines of business, at least one of the significant lines of business) or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation's Pre-Change Losses (absent any increases due to recognized built-in gains). 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 Exceptions.

Special rules may apply in the case of a corporation that experiences an "ownership change" as a result of a bankruptcy proceeding. An exception to the foregoing annual limitation rules generally applies when so-called "qualified creditors" of a debtor corporation in chapter 11 receive, in respect of their Claims, at least 50 percent of the vote and value of the stock of the debtor corporation (or a controlling corporation if also in chapter 11) as reorganized pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). If the requirements of the 382(l)(5) Exception are satisfied, a debtor's Pre-Change Losses would not be limited on an annual basis, but, instead, NOL carryforwards would be reduced by the amount of any interest deductions claimed by the debtor during the three taxable years preceding the effective date of the plan of reorganization and during the part of the taxable year prior to and including the effective date of the plan of reorganization in respect of all debt converted into stock pursuant to 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 under the jurisdiction of a bankruptcy court (either because the debtor corporation does not qualify for it or the debtor corporation

otherwise elects not to utilize the 382(l)(5) Exception), another exception 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 (i) the value of the debtor corporation’s new stock (with certain adjustments) immediately after the ownership change or (ii) 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, a debtor corporation is not required to reduce its NOL carryforwards by the amount of interest deductions claimed within the prior three-year period, and a debtor corporation may undergo a change of ownership within two years without automatically triggering the elimination of its Pre-Change Losses. The resulting limitation would be determined under the regular rules for ownership changes.

The Debtors have not determined whether the 382(l)(5) Exception will be available or, if it is available, whether the Reorganized Debtors will elect out of its application.

4. Certain Expected Non-U.S. Tax Consequences to Ex-U.S. Debtors.

Although this Tax Disclosure generally does not discuss non-U.S. tax consequences, there are certain non-U.S. tax issues the Debtors have evaluated with respect to the implementation of the Plan. The following tax issues are *not* an exhaustive list of non-U.S. tax consequences applicable to the Debtors, and supplemental tax disclosure will *not* be provided in the event that (a) the Debtors conclude any of the following tax considerations may have a different outcome than discussed below or (b) the Debtors identify other material non-U.S. tax considerations.

With respect to Kleopatra Finco S.a.r.l., the implementation of the Plan is expected to give rise to substantial income as a result of the cancellation of debt (“Luxembourg CODI”). The Debtors currently anticipate that the Restructuring Transactions will result in the Debtors having access to significant tax losses for Luxembourg tax purposes, and that those losses will fully offset any Luxembourg CODI.

With respect to Klöckner Pentaplast GmbH, the implementation of the Plan is expected to give rise to substantial income as a result of the cancellation of debt (“German CODI”). While not free from doubt, and while dependent on certain analyses that have not yet been completed and a potential tax ruling process in Germany, the Debtors currently anticipate that a restructuring-related exemption for German CODI will apply and, as a result, Klöckner Pentaplast GmbH will not have a cash tax obligation in respect of the German CODI. However, German CODI will, in conjunction with certain German ownership change rules, likely result in the elimination of most or all net operating losses in Germany.

The Restructuring Transactions may give rise to taxes payable pursuant to Germany’s indirect real estate transfer tax regime, and such amount may be material (particularly if the New Equity Interests are issued in a transaction intended to be governed by Section 1001 of the IRC).

C. Certain U.S. Federal Income Tax Consequences to U.S. Holders of Allowed Class 3 Claims and Class 4 Claims.

The following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan. U.S. Holders of Allowed Claims are urged to consult their tax advisors regarding the tax consequences of the Restructuring Transactions.

The Debtors against whom the First Lien Claims are asserted (corporations that are indirect subsidiaries of Kleopatra Holdings 1 S.C.A (“KH1”) (a partnership for U.S. federal income tax purposes) or a disregarded entity of KH1) are different persons for U.S. federal income tax purposes than the expected issuer of the New Equity Interests. Furthermore, the Second Lien Claims are not asserted against a corporation. Accordingly, this discussion assumes that no Holder of a Class 3 Claim or Class 4 Claim will be eligible to exchange its Claim for stock or securities of a corporation a party to a reorganization and therefore any such exchanges will not be eligible for non-recognition treatment under Section 368 of the Code.

1. Consequences to U.S. Holders of Class 3 Claims.⁹

Except to the extent that a Holder of an Allowed First Lien Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed First Lien Claim shall receive its *pro rata* share of the New Equity Interests, subject to dilution on account of the Management Incentive Plan.

In a transaction where Holders of First Lien Claims contribute those Claims to the issuer of the New Equity Interests (“Equity Issuer”) and, as expected, Holders of such Allowed Claims hold more than 80 percent of the New Equity Interests, then it is expected that such contributions will qualify as exchanges under section 351 of the IRC. While section 351 of the IRC, when applicable, generally prevents recognition of both gains and losses, section 367 of the IRC overrides the gain (but not the loss) deferral provisions of section 351 of the IRC where the corporation issuing stock is a non-United States corporation. Section 367(a)(1) of the IRC and the Treasury Regulations promulgated thereunder specifically provide for the recognition of gain (but not loss) in exchanges that would otherwise qualify for tax-deferred treatment pursuant to section 351 of the IRC, but for the transfer of property to a non-United States corporation. Thus, if the contribution of a Claim in exchange for New Equity Interests qualifies as an exchange under section 351 of the IRC, a U.S. Holder of such Claim should recognize gain, but not loss, for United States federal income tax purposes in connection with the Restructuring Transactions. The amount of such gain recognized by a U.S. Holder of a Claim should equal the excess of (i) the fair market value of the New Equity Interests received and (ii) such U.S. Holder’s adjusted tax basis in the Claim contributed in exchange for such New Equity Interests.

In certain circumstances, a U.S. Holder of a Claim may be able to avoid current recognition of gain under section 367 of the IRC pursuant to section 367(a)(2) of the IRC and the Treasury Regulations promulgated thereunder. Specifically, if a U.S. Holder of a Claim contributes “stock or securities” issued by a corporation organized outside of the United States to the Equity Issuer in exchange for New Equity Interests, and if such U.S. Holder either owns less than 5 percent of the New Equity Interests immediately after the transfer, or, if a U.S. Holder of a Claim owns 5 percent or more of the New Equity Interests immediately after the transfer and such U.S. Holder enters into a “gain recognition agreement” that meets the requirements set forth in the Treasury Regulations promulgated under section 367 of the IRC, such U.S. Holder can avoid current recognition of gain under section 367 of the IRC as long as certain other conditions are met.¹⁰ U.S. Holders are urged to consult their tax advisors regarding the availability of gain deferral under the exceptions outlined in this paragraph.

Whether a debt instrument constitutes a “security” for U.S. federal income tax purposes is determined based on all the relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument 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 security for payment, the creditworthiness of the obligor, the subordination or lack thereof to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an equity 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.

For the avoidance of doubt, indebtedness issued by a partnership or disregarded entity of a partnership cannot be a “security” for these purposes, and accordingly the exchange by any Holder of a First Lien Claim issued by a disregarded subsidiary of KH1 will not be eligible for the exception noted above and will therefore be subject to

⁹ This discussion does not and will not address the Alternative Instrument (if any).

¹⁰ A U.S. Holder of a Claim that contributes “stock or securities” issued by Klockner Pentaplast of America, Inc. may also be eligible to avoid current recognition of gain under section 367 of the IRC, although additional significant conditions not discussed herein would apply.

section 367 of the IRC. The Debtors have not yet taken a position on whether any of the indebtedness under the First Lien SFA Loans issued by a corporation is a “security” for these purposes.

If the Restructuring Transactions are not structured such that Holders of First Lien Claims contribute those Claims to the Equity Issuer, or if the Restructuring Transactions are so-structured but Section 351 does not apply (e.g., because such Holders do not hold more than 80 percent of the New Equity Interests), a U.S. Holder of such First Lien Claim should be treated as receiving its distribution under the Plan in a taxable exchange under section 1001 of the IRC. Other than with respect to any amounts received that are attributable to accrued but untaxed interest or original issue discount, the U.S. Holder should recognize gain or loss on the Effective Date in an amount equal to the difference, if any, between (a) the fair market value of the New Equity Interests received in respect of its Claim, and (b) the U.S. Holder’s adjusted tax basis in its Claim. The character of any 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 Claim constitutes a capital asset in the hands of the U.S. Holder, whether and to what extent the U.S. Holder had previously claimed a bad-debt deduction with respect to its Claim, and the potential application of the accrued interest, original issue discount, and market discount rules discussed below. If any such recognized gain or loss is capital in nature, it generally would be long-term capital gain if the U.S. Holder held its Claim for more than one year at the time of the exchange. The holding period for the New Equity Interests should begin the day after the Effective Date. A U.S. Holder should obtain a tax basis in the New Equity Interests equal to its fair market value.

2. Consequences to U.S. Holders of Second Lien Claims.

Except to the extent that a Holder of an Allowed Second Lien Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Second Lien Claim shall receive its *pro rata* share of an aggregate principal amount of €17.5 million of Exit Financing Loans in accordance with the Exit Facility Documents.

A U.S. Holder of such Second Lien Claim should be treated as receiving its distribution under the Plan in a taxable exchange under section 1001 of the IRC. Other than with respect to any amounts received that are attributable to accrued but untaxed interest or original issue discount, the U.S. Holder should recognize gain or loss on the Effective Date, in separate exchanges with the each issuer of the Exit Facility in respect of which it receives Exit Facility debt in an amount equal to the difference, with respect to each exchange, between (a) the issue price of the applicable portion of the Exit Facility received by such U.S. Holder in respect of the portion of its Claim exchanged for such portion of the Exit Facility¹¹, and (b) the U.S. Holder’s adjusted tax basis in such portion of such Claim. The character of any 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 Claim constitutes a capital asset in the hands of the U.S. Holder, whether and to what extent the U.S. Holder had previously claimed a bad-debt deduction with respect to its Claim, and the potential application of the accrued interest, original issue discount, and market discount rules discussed below. If any such recognized gain or loss is capital in nature, it generally would be long-term capital gain if the U.S. Holder held its Claim for more than one year at the time of the exchange. The holding period for the Exit Facility should begin the day after the Effective Date. A U.S. Holder should obtain a tax basis in the debt that constitutes the Exit Facility equal to its applicable issue price.

The determination of “issue price” for purposes of this analysis will depend, in part, on whether the any debt constituting the Exit Facility is traded on an established market for U.S. federal income tax purposes. The issue price of a debt instrument that is traded on an established market (or that is issued for Claims against the Debtors that are so traded) would be the fair market value of such debt instrument (or the Claims so traded, if the new debt instrument is not traded) on the Effective Date as determined by such trading. The issue price of a debt instrument that is neither so traded nor issued for Claims so traded would be its stated principal amount (provided that the interest rate on the debt instrument exceeds the applicable federal rate published by the IRS). New debt instruments (or Claims against the Debtors) may be traded on an established market for these purposes even if no trades actually occur and there are merely firm or indicative quotes with respect to such new debt or Claims. Whether Claims against the Debtors and/or

¹¹ If the Exit Facility comprises debt issued by more than one person (e.g., by each of Kleopatra Finco S.à r.l., Klockner Pentaplast of America, Inc. and Klockner Pentaplast GmbH) then the debt issued by each issuer will have its own issue price.

any debt constituting the Exit Facility will be traded on an established market for these purposes cannot be predicted with certainty.

Were either Claims against the Debtors and/or any debt constituting the Exit Facility treated as traded on an established market for these purposes, then, as a result, the issue price of the debt constituting the Exit Facility would likely not equal its stated redemption price at maturity and such debt instruments would likely be treated as issued with original issue discount (“OID”). Where debt instruments are treated as being issued with OID, a U.S. Holder of such debt instrument will generally be required to include any OID in income over the term of such debt instrument in accordance with a constant yield-to-maturity method, regardless of whether the U.S. Holder is a cash or accrual method taxpayer, and regardless of whether and when such U.S. Holder received cash payments of interest on such debt instrument (other than cash attributable to qualified stated interest, which is includible in income in accordance with the U.S. Holder’s normal method of tax accounting). Accordingly, a U.S. Holder could be treated as receiving income with respect to the Exit Facility in advance of a corresponding receipt of cash therefrom. Any OID that a U.S. Holder includes in income will increase the tax basis of the U.S. Holder in its interest in the Exit Facility. A U.S. Holder of an interest in the Exit Facility will not be separately taxable on any cash payments that have already been taxed under the OID rules, but will reduce its tax basis in such debt instrument by the amount of such payments.

3. Accrued Interest (and OID).

To the extent that any amount received by a U.S. Holder of a Claim under the Plan is attributable to accrued interest or OID during its holding period on the debt instruments constituting the surrendered Claim, the receipt of such amount should be taxable to the U.S. Holder as ordinary interest income (to the extent not already taken into income by the U.S. Holder). Conversely, a U.S. Holder of a Claim may be able to recognize a deductible loss to the extent that any accrued interest on the debt instruments constituting such Claim was previously included in the U.S. Holder’s gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair market value of the consideration received by a U.S. Holder is not sufficient to fully satisfy all principal and interest on Claims, the extent to which such consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to Holders of 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 Claims, 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, and certain case law generally indicates that a final payment on a distressed debt instrument that is insufficient to repay outstanding principal and interest will be allocated to principal, rather than interest. Certain Treasury Regulations treat payments as allocated first to any accrued but untaxed 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 Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

4. Market Discount.

In the case of a U.S. Holder that acquired its Claim with market discount, any gain recognized on the sale or exchange of such Claim generally will be treated as ordinary income to the extent of the market discount treated as accruing during such U.S. Holder’s holding period for such Claim. To the extent that a U.S. Holder exchanged Claims that were acquired by the U.S. Holder with market discount in exchange for other property pursuant to an exchange described in section 351 of the IRC (but that otherwise does not qualify as a reorganization under Section 368 of the IRC), such U.S. Holder may be required to recognize gain treated as ordinary income on such exchange to the extent of the accrued but unrecognized market discount with respect to the exchanged Claim. Any such market discount is generally the excess of the “revised issue price” of such Claim over such U.S. Holder’s initial tax basis in such Claim upon acquisition, if such excess equals or exceeds a statutory de minimis amount. Such market discount is generally treated as accruing during such U.S. Holder’s holding period for such Claim on a straight-line basis or, at the election of such U.S. Holder, on a constant yield basis, unless such U.S. Holder has previously elected to include such market discount in income as it accrues. For this purpose, the “revised issue price” of a Claim generally equals its issue price, increased by the amount of OID that has accrued over the term of the Claim. U.S. Holders who acquired their Claims

other than at original issuance should consult their own tax advisors regarding the possible application of the market discount rules to the Restructuring Transactions.

5. Ownership and Disposition of Exit Facility.

This discussion assumes that no debt constituting the Exit Facility is treated as a CPDI. The tax treatment of owning and disposing of the Exit Facility would be materially different if all or part of the Exit Facility were treated as a CPDI. If, based upon the terms of the Exit Facility once they become available, it becomes apparent to the Debtors that there is a material risk that the Exit Facility could be treated as a CPDI then the Debtors will file supplemental tax disclosure as part of the Plan supplement.

Interest (including OID, if any) received or accrued by U.S. Holders, to the extent constituting “qualified stated interest” (as defined below), may be includible in the U.S. Holder’s gross income as ordinary interest income and taxable at the time that such payments are accrued or are received in accordance with such U.S. Holder’s regular method of accounting for U.S. federal income tax purposes. The term “qualified stated interest” generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually during the entire term of the Exit Facility, at a single fixed rate of interest, or, subject to certain conditions, based on one or more interest indices.

Interest (including OID, if any) received or accrued by U.S. Holders with respect to the portion of the Exit Facility that is issued by Klöckner Pentaplast of America, Inc. should be treated as U.S. source income and interest (including OID, if any) received or accrued by U.S. Holders with respect to the portion of the Exit Facility that is not issued by Klöckner Pentaplast of America, Inc. should be treated as foreign source income. As a general matter, interest payable in additional debt instruments of an issuer is not treated as qualified stated interest.

Upon the disposition of the Exit Facility by sale, exchange, retirement, redemption or other taxable disposition, a U.S. Holder will generally recognize gain or loss equal to the difference, if any, between (a) the amount realized on the disposition (other than amounts attributable to accrued but untaxed interest, which will be taxed as ordinary interest income to the extent not previously so taxed) and (b) the U.S. Holder’s adjusted tax basis in such debt. A U.S. Holder’s adjusted tax basis will generally be increased by any accrued OID previously included in such U.S. Holder’s gross income and decreased by any payments on the debt other than qualified stated interest. A U.S. Holder’s gain or loss will generally constitute capital gain or loss and will be long-term capital gain or loss if the U.S. Holder has held the debt for longer than one year. Non-corporate taxpayers are generally subject to a reduced federal income tax rate on net long-term capital gains. The deductibility of capital losses is subject to certain limitations.

6. Ownership and Disposition of New Equity Interests.

(a) Dividends on New Equity Interests.

Subject to the discussion regarding the passive foreign investment company (“PFIC”) rules below, any distributions made on account of the New Equity Interests should constitute foreign source dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of the applicable Reorganized Debtors as determined under U.S. federal income tax principles. It has not yet been determined whether the Equity Issuer will determine its earnings and profits on the basis of U.S. federal income tax principles and, as a result, U.S. Holders may be required to treat all distributions on the New Equity Interests as dividends. 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.

Dividends paid on the New Equity Interests generally should not be eligible for the dividends received deduction generally applicable to U.S. corporations with respect to dividends received from other U.S. corporations.

Dividends paid on the New Equity Interests to non-corporate U.S. Holders may constitute “qualified dividend income” eligible for preferential rates of taxation for non-corporate U.S. Holders if Equity Issuer is not a PFIC and

Equity Issuer is eligible for the benefits of a “comprehensive income tax treaty” within the meaning of Section 1(h)(11)(C)(i)(II) of the Tax Code. Luxembourg has an income tax treaty with the United States that meets the qualified dividend requirements in Section 1(h)(11) of the IRC.

(b) Sale, Redemption, or Repurchase of New Equity Interests.

Unless a non-recognition provision of the IRC applies, and subject to the market discount rules discussed above, U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of New Equity Interests. Such capital gain will be long-term capital gain if at the time of the sale, exchange, retirement, or other taxable disposition, the U.S. Holder held the applicable New Equity Interests for 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 above. Under the recapture rules of section 108(e)(7) of the IRC, a U.S. Holder may be required to treat gain recognized on such dispositions of the New Equity Interests as ordinary income if such U.S. Holder took a bad debt deduction with respect to its Claim or recognized an ordinary loss on the exchange of its Claim for New Equity Interests.

(c) PFIC Status.

A special set of U.S. federal income tax rules apply to ownership interests (or options to acquire ownership interests) in a PFIC. Equity Issuer would be classified as a PFIC for any taxable year if, after the application of certain look-through rules, either: (1) 75% or more of its gross income for such year is “passive income” as defined in the relevant provisions of the IRC, or (2) 50% or more of the value (or adjusted basis, if either (x) Equity Issuer is a “controlled foreign corporation” (a “CFC”) for U.S. federal income tax purposes (but not solely as a result of so-called “downward attribution” from foreign persons) and interests in Equity Issuer are not publicly traded, or (y) Equity Issuer is neither publicly traded nor a CFC and Equity Issuer so elects) of its assets, determined on the basis of a quarterly average, during such year is attributable to assets that produce or are held for the production of passive income. In determining whether Equity Issuer is a PFIC, it will be treated as owning its proportionate share of the assets, and earning its proportionate share of the income (reduced in each case by certain intercompany transactions pursuant to Treasury Regulations section 1.1297-2(c)), of any other corporation in which it owns, directly or indirectly, 25% or more (by value) of the stock.

Equity Issuer’s status as a PFIC in any taxable year requires a factual determination that depends on, among other things, the composition of its income, assets, and activities in each year, and can only be made annually after the close of each taxable year. Therefore, there can be no assurance that Equity Issuer (or any Reorganized Debtor that is a non-U.S. corporation) will not be classified as a PFIC for the taxable year in which the Restructuring Transactions occur, or for any future taxable year after the Restructuring Transactions. The Debtors do not currently know whether Equity Issuer or the other Reorganized Debtors which are non-U.S. corporations will be classified as CFCs or PFICs for U.S. federal income tax purposes.

If Equity Issuer is treated as a PFIC for any taxable year during which a U.S. Holder owns the New Equity Interests, the U.S. Holder would be subject to additional U.S. information return filing requirements. Additionally, if Equity Issuer is treated as a PFIC for any taxable year during which a U.S. Holder owns the New Equity Interests, such U.S. Holder may be subject to adverse tax consequences upon a sale, exchange, or other disposition of such New Equity Interests, or upon the receipt of distributions in respect of the New Equity Interests. Under the “default PFIC regime,” in general, an “excess distribution” is any distribution to a U.S. Holder that is greater than 125 percent of the average annual distributions received by the U.S. Holder (including return of capital distributions) during the three preceding taxable years or, if shorter, a U.S. Holder’s holding period. If the Equity Issuer is classified as a PFIC for any taxable year during which a U.S. Holder owns the New Equity Interests, gains from the sale or other disposition of, and “excess distributions” with respect to, the New Equity Interests should be allocated ratably over a U.S. Holder’s entire holding period and taxed at the highest ordinary income tax rate in effect for each such taxable year (subject to certain exceptions). Moreover, interest should be charged retroactively at the rate applicable to underpayments of tax (with respect to each such tax year’s ratable allocation) through the date of gains from the sale or other disposition of, and “excess distributions” with respect to, the New Equity Interests.

The Debtors cannot provide any assurances that they will assist investors in determining whether Equity Issuer is a PFIC for any taxable year. Additionally, the tax consequences that would apply if Equity Issuer were classified as a PFIC would also be different from those described above if a U.S. Holder that holds New Equity Interests were able to make a valid election to treat Equity Issuer as a “qualified electing fund” (such election, a “QEF Election”). At this time, the Debtors do not know whether they would provide U.S. Holders with the information necessary to make and maintain a valid QEF Election and therefore U.S. Holders should assume that a QEF Election would not be available. U.S. Holders should consult their tax advisors about the potential application of the PFIC rules to their ownership of New Equity Interests. A U.S. Holder can also avoid certain of the adverse rules described above where a mark-to-market election is available with respect to its New Equity Interests. The mark-to-market election is only available where the New Equity Interests are “marketable.” The New Equity Interests will be marketable if they are “regularly traded” on a “qualified exchange” or other market within the meaning of applicable Treasury Regulations. It is unclear whether the New Equity Interests will be “regularly traded” on a “qualified exchange” for this purpose and therefore, it is unclear whether the mark-to-market election would be available to a U.S. Holder of the New Equity Interests if Equity Issuer becomes a PFIC.

7. Limitations on Use of Capital Losses.

A U.S. Holder who recognizes capital losses will be subject to limits on their use of capital losses. For a non-corporate U.S. Holder, 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 (a) \$3,000 (\$1,500 for married individuals filing separate returns) or (b) the excess of the capital losses over the capital gains. A non-corporate U.S. Holder may carry over unused capital losses and apply them to capital gains and a portion of their ordinary income for an unlimited number of years. For corporate U.S. Holders, losses from the sale or exchange of capital assets may only be used to offset capital gains. A corporate U.S. Holder who has 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. Corporate U.S. Holders may only carry over unused capital losses for the five years following the capital loss year, but are allowed to carry back unused capital losses to the three years preceding the capital loss year.

8. Medicare Tax.

Certain U.S. Holders that are individuals, estates, or trusts are required to pay an additional 3.8 percent tax on, among other things, interest, dividends and gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their own tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of any consideration to be received under the Plan.

D. Certain U.S. Federal Income Tax Consequences of the Plan to Non-U.S. Holders.

The following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan (as detailed in, and subject to the caveats of, the foregoing discussion) and includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders. This discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. The Debtors generally do not anticipate that there will be material U.S. federal income tax consequences to Non-U.S. Holders of owning or disposing of the New Equity Interests or the portion of the Exit Facility that is not issued by a U.S. corporation, and, as a result, such topics are not further discussed.

Each Non-U.S. Holder is urged to consult its own tax advisor regarding the U.S. federal, state, local, non-U.S., and non-income tax consequences of the consummation of the Plan and the Restructuring Transactions to such Non-U.S. Holder and the ownership and disposition of any consideration received under the Plan.

Gain, if any, recognized by a Non-U.S. Holder on the exchange of its Claim generally will not be subject to U.S. federal income taxation unless (a) the 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 Restructuring Transactions occur 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 in the United States (and, if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States). 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 percent (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 realized on the exchange if such gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States in the same manner as a U.S. Holder (except that the Medicare tax would generally not apply). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30 percent (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

1. U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of the Portion of the Exit Facility Issued by Klöckner Pentaplast of America, Inc.

(a) Payments of Interest by Klöckner Pentaplast of America, Inc. (Including OID and Interest Attributable to Accrued but Untaxed Interest, Including Amounts Received by Non-U.S. Holders Under the Plan in respect thereof).

Subject to the discussion of backup withholding and FATCA (as defined below), interest paid by Klöckner Pentaplast of America, Inc. (which, for purposes of this discussion of Non-U.S. Holders, includes OID and accrued but untaxed interest, including in each case any such amounts received by a Non-U.S. Holder under the Plan in respect thereof) of a Non-U.S. Holder that is not effectively connected with a U.S. trade or business carried on by the Non-U.S. Holder will qualify for the so-called "portfolio interest exemption" and, therefore, will not be subject to U.S. federal income tax or withholding, provided that:

- the Non-U.S. Holder does not own, actually or constructively, 10 percent or more of the total combined voting power in Klöckner Pentaplast of America, Inc. within the meaning of Section 871(h)(3) of the IRC and Treasury Regulations thereunder;
- the Non-U.S. Holder is not a controlled foreign corporation related to Klöckner Pentaplast of America, Inc., actually or constructively through the ownership rules under Section 864(d)(4) of the IRC;
- the Non-U.S. Holder is not a bank that is receiving the interest on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and
- the beneficial owner gives Klöckner Pentaplast of America, Inc. or its paying agent or other withholding agent an appropriate IRS Form W-8 (or suitable substitute or successor form or such other form as the IRS may prescribe) that has been properly completed and duly executed establishing its status as a non-U.S. person.

If all of these conditions are not met, interest on the portion of the Exit Facility issued by Klöckner Pentaplast of America, Inc. and paid to a Non-U.S. Holder or interest paid to a Non-U.S. Holder pursuant to the Plan by Klöckner Pentaplast of America, Inc. that is not effectively connected with a U.S. trade or business carried on by the Non-U.S. Holder will generally be subject to U.S. federal income tax and withholding at a 30 percent rate, unless an applicable income tax treaty reduces or eliminates such withholding and the Non-U.S. Holder claims the benefit of that treaty by providing an appropriate IRS Form W-8 (or a suitable substitute or successor form or such other form as the IRS may prescribe) that has been properly completed and duly executed.

If any such interest is effectively connected with a trade or business in the United States ("ECI") carried on by the Non-U.S. Holder, the Non-U.S. Holder will be required to pay U.S. federal income tax on that interest on a net income basis generally in the same manner as a U.S. Holder (and the 30 percent withholding tax described above will not apply, provided the appropriate statement (generally a properly executed IRS Form W-8ECI or suitable substitute

or successor form or such other form as the IRS may prescribe) is provided to the issuer or the issuer's paying agent or other withholding agent) unless an applicable income tax treaty provides otherwise.

If a Non-U.S. Holder is eligible for the benefits of any income tax treaty between the United States and its country of residence, any such interest income that is ECI will be subject to U.S. federal income tax in the manner specified by the treaty if the Non-U.S. Holder claims the benefit of the treaty by providing an appropriate IRS Form W-8 (or a suitable substitute or successor form or such other form as the IRS may prescribe) that has been properly completed and duly executed. In addition, a corporate Non-U.S. Holder may, under certain circumstances, be subject to an additional "branch profits tax" at a 30 percent rate, or, if applicable, a lower treaty rate, on its effectively connected earnings and profits attributable to such interest (subject to adjustments).

The certifications described above must be provided to the applicable withholding agent prior to the payment of interest and, as applicable, must be updated periodically. Non-U.S. Holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

As described above in more detail under Section (c).3. the heading "Certain U.S. Federal Income Tax Consequences to U.S. Holders of Allowed Class 3 Claims and Class 4 Claims —Accrued Interest (and OID)," under the Plan, the aggregate consideration to be distributed to Holders of 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 such Claims, if any.

(b) Sale, Taxable Exchange, or Other Disposition of the Portion of the Exit Facility Issued by Klöckner Pentaplast of America, Inc.

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 the portion of the Exit Facility Issued by Klöckner Pentaplast of America, Inc. (other than any amount representing accrued but untaxed interest on the loan) unless:

- the gain is ECI (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment 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 Non-U.S. 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 such portion of the Exit Facility 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. If an individual Non-U.S. Holder falls under the second of these exceptions, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (unless a lower treaty rate applies) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceeds such Non-U.S. Holder's capital losses allocable to sources within the United States for the taxable year of the disposition.

E. FATCA.

Under legislation commonly referred to as 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 percent 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, and, subject to the paragraph immediately below, also include gross proceeds from the sale of any property of a type which can produce U.S.-source interest or dividends. FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding.

Withholding with respect to the gross proceeds of a disposition of any stock, debt instrument, or other property that can produce U.S.-source dividends or interest has been eliminated under proposed Treasury Regulations, which can 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 is urged to consult its own tax advisor regarding the possible impact of FATCA withholding rules on such Non-U.S. Holder.

F. U.S. Information Reporting and Back-Up Withholding.

The Debtors, Reorganized Debtors, and any other applicable withholding agents will withhold all amounts required by law to be withheld from payments of interest and dividends, whether in connection with distributions under the Plan or in connection with payments made on account of consideration received pursuant to the Plan, and will comply with all applicable information reporting requirements. The IRS may make the information returns reporting such interest and dividends and withholding available to the tax authorities in the country in which a Non-U.S. Holder is resident. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim under the Plan. Additionally, under the backup withholding rules, a Holder may be subject to backup withholding (currently at a rate of 24 percent) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally in the form of a properly executed IRS Form W-9 for a U.S. Holder, and, for a Non-U.S. Holder, in the form of a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption)). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded 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, 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 subject to the Plan 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.

XIV. RECOMMENDATION.

In the opinion of the Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on or consent to the Plan vote and/or consent to accept the Plan and support Confirmation of the Plan.

Dated: November 4, 2025

KLEOPATRA FINCO S.À R.L.
on behalf of itself and all other Debtors

By: /s/ Marc Rotella

Name: Marc Rotella

Title: Chief Financial Officer

Exhibit A

Plan of Reorganization

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

KLEOPATRA FINCO S.À R.L., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90642 (CML)
)
) (Joint Administration Requested)
)

**JOINT PREPACKAGED PLAN OF REORGANIZATION OF KLEOPATRA FINCO S.À R.L.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Proposed Co-Counsel to the Debtors and Debtors in Possession

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/Klockner>. The location of Kleopatra Finco S.à r.l.'s principal place of business and the Debtors' service address in these chapter 11 cases is 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, R.C.S. Luxembourg.

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INTRODUCTION

Kleopatra Finco S.à r.l. and its affiliated debtors and debtors in possession (collectively, the “Debtors”) propose this joint prepackaged chapter 11 plan of reorganization (as amended, supplemented, or otherwise modified from time to time, this “Plan”) for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan. This Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, risk factors, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS SHOULD REVIEW THE SECURITIES LAW RESTRICTIONS AND NOTICES SET FORTH IN THIS PLAN (INCLUDING UNDER ARTICLE IV.M HEREOF) IN FULL.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

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

1. “*Ad Hoc Group*” means that certain ad hoc group of Consenting First Lien Secured Creditors represented by the Ad Hoc Group Advisors.
2. “*Ad Hoc Group Advisors*” means (a) Gibson, Dunn & Crutcher LLP, as legal counsel to the Ad Hoc Group, (b) Houlihan Lokey UK Limited, as investment banker to the Ad Hoc Group, (c) Hengeler Mueller Partnerschaft von Rechtsanwälten mbB, as German legal counsel to the Ad Hoc Group, (d) Arendt & Medernach SA, as Luxembourg legal counsel to the Ad Hoc Group, (e) Chiomenti, as Italian legal counsel to the Ad Hoc Group, (f) Bean, Kinney & Korman P.C., as Virginia Real Estate counsel to the Ad Hoc Group, (g) Howley Law PLLC as additional local bankruptcy counsel, and (h) any other professionals or advisors retained by the Ad Hoc Group, in each case for this clause (h), with the consent of the Debtors, not to be unreasonably withheld.
3. “*Additional Term Loan*” means the additional term loan facility outstanding under that certain Additional Facility Notice (as defined in the Senior Facilities Agreement), dated as of February 4, 2025.
4. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred by the Debtors on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors’ businesses; (b) Allowed Professional Fee Claims; (c) the DIP Adequate Protection Claims; (d) the Restructuring Expenses; and (e) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.
5. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.
6. “*Agents/Trustees*” means, collectively, the DIP Agent, the First Lien Secured Notes Trustee, the First Lien SFA Agent, and the Second Lien Secured Notes Trustee.

7. “*Allowed*” means, as to a Claim or an Interest, a Claim or an Interest expressly allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan, and (b) the Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable nonbankruptcy law; *provided* that the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan.

8. “*Alternative Instrument*” means, that certain alternative equity instrument, if any, reasonably acceptable to the Debtors, which will be intended to be of equivalent value to the New Equity Interests, for certain individual holders of Class 3 First Lien Claims that are required to receive such instrument in lieu of such New Equity Interests.

9. “*Assumed Executory Contracts and Unexpired Leases*” means those Executory Contracts and Unexpired Leases to be assumed by the applicable Reorganized Debtors.

10. “*Assumed Executory Contracts and Unexpired Leases List*” means the list of Executory Contracts and Unexpired Leases (with proposed Cure amounts) that will be assumed by the Reorganized Debtors, which list shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

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

12. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

13. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or another United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases.

14. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, each, as amended from time to time.

15. “*Bridge Facilities*” means those certain term loan facilities issued under the Bridge Facilities Agreement.

16. “*Bridge Facilities Agent*” means Wilmington Savings Fund Society, FSB, as agent and security agent under the Bridge Facilities Agreement.

17. “*Bridge Facilities Agreement*” means that certain facilities agreement, dated as of August 27, 2025, entered into between, among others: (a) Kleopatra Finco S.à r.l., as the company; (b) Infia Midco 2 Limited, as the UK borrower; (c) Infia Midco 1 Limited, and KPA, as guarantors; and (d) the Bridge Facilities Agent (as amended and/or amended and restated and/or supplemented from time to time).

18. “*Bridge Refinancing*” has the meaning set forth in the DIP Orders.

19. “*Business Day*” means any day other than a Saturday, Sunday, “legal holiday” (as defined in Bankruptcy Rule 9006(a)), 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.

20. “*Cash*,” “\$,” or “€” means cash and cash equivalents, including bank deposits, checks, and other similar items in the applicable currency.

21. “*Cash Collateral*” has the meaning ascribed to it under section 363(a) of the Bankruptcy Code.

22. “*CastleKnight Funds*” means the funds, accounts or investment vehicles affiliated with, or managed by funds affiliated with CastleKnight Management LP, together with its affiliates, in their capacities as Consenting Stakeholders.

23. “*CastleKnight Funds’ Advisors*” means Akin Gump Strauss Hauer & Feld LLP, as counsel to the CastleKnight Funds.

24. “*CastleKnight Funds’ Consent Right*” means the right of the CastleKnight Funds to consent to or approve any of the Definitive Documents (or any amendment, modifications, or supplements thereto), in each case solely to the extent that such Definitive Document: (a) adversely, in comparison to the terms set forth in this Agreement, affects, directly or indirectly, the releases to be granted in favor of the CastleKnight Funds; (b) alters the treatment of Second Lien Claims; or (c) provides for less favorable treatment of the CastleKnight Funds or its Affiliates in their capacities as (i) holders of First Lien Claims, as compared to any other holder of First Lien Claims, (ii) holders of Second Lien Claims, as compared to any other holder of Second Lien Claims, or (iii) holders of DIP Claims, as compared to any other holder of DIP Claims.

25. “*Causes of Action*” means any and all actions, Claims, interests, remedies, causes of action, controversies, demands, proceedings, agreements, rights, Liens, indemnities, contributions, guaranties, suits, obligations, liabilities, damages, judgments, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) any and all rights of setoff, counterclaim, or recoupment, and Claims for breach of contract or for breach of duties imposed by law or in equity; (b) any and all rights to dispute, object to, compromise, or seek to recharacterize, reclassify, subordinate, or disallow Claims against or Interests in the Debtors; (c) any and all Claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any and all Claims or defenses, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any and all state or foreign law fraudulent transfer or similar Claims.

26. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, any procedurally consolidated and jointly administered cases Filed for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

27. “*Claim*” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

28. “*Claims and Noticing Agent*” means Stretto, Inc. in its capacity as claims, noticing, and solicitation agent for the Debtors.

29. “*Claims Register*” means the official register of Claims against and Interests in the Debtors maintained by the clerk of the Bankruptcy Court or the Claims and Noticing Agent.

30. “*Class*” means a class of Claims or Interests as set forth in Article III hereof pursuant to sections 1122(a) and 1123 of the Bankruptcy Code.

31. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

32. “*Compensation and Benefits Programs*” means all employment and severance agreements and policies, and all employment, wages, compensation, and benefit plans and policies, workers’ compensation programs, savings plans, retirement plans, deferred compensation plans, supplemental executive retirement plans, healthcare plans, disability plans, severance benefit plans, incentive and retention plans, programs, and payments, life and accidental death and dismemberment insurance plans and programs, for all employees who are current employees of the Debtors as of the Petition Date, and all amendments and modifications thereto, applicable to the Debtors’ employees, former

employees, retirees, and non-employee directors and managers, in each case existing with the Debtors as of immediately prior to the Effective Date.

33. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases.

34. “*Confirmation Date*” means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

35. “*Confirmation Hearing*” means the hearing(s) before the Bankruptcy Court under section 1128 of the Bankruptcy Code to consider Confirmation of the Plan and approval of the Disclosure Statement, as such hearing(s) may be adjourned or continued from time to time.

36. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the adequacy of the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code.

37. “*Consent Solicitation*” means the solicitation of consents to accept or reject this Plan in accordance with section 1125 of the Bankruptcy Code and within the meaning of section 1126 of the Bankruptcy Code.

38. “*Consenting Bridge Lenders*” means, collectively, the holders (or beneficial holders) of Bridge Facilities Claims that are party to the RSA.

39. “*Consenting Creditors*” means, collectively, the Consenting Bridge Lenders, the Consenting First Lien Secured Creditors, and the Consenting Second Lien Secured Noteholders.

40. “*Consenting First Lien Secured Creditors*” means, collectively, the holders (or beneficial holders) of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold First Lien Claims that are party to the RSA.

41. “*Consenting Second Lien Secured Noteholders*” means, collectively, the undersigned holders (or beneficial holders) of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold Second Lien Claims that have executed and delivered counterpart signature pages to the RSA, a Joinder, or a Transfer Agreement to counsel to the Debtors.

42. “*Consenting Stakeholders*” means, collectively, the SVP Funds, the CastleKnight Funds, and the Consenting Creditors.

43. “*Consummation*” means the occurrence of the Effective Date.

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

45. “*D&O Liability Insurance Policies*” means all insurance policies of any of the Debtors for directors’, managers’, and officers’ liability existing as of the Petition Date (including any “tail policy”) and all agreements, documents, or instruments relating thereto.

46. “*Debtor Release*” means the release set forth in Article VIII.C of this Plan.

47. “*Debtors*” means, collectively, Kleopatra Finco S.à r.l., a private limited company incorporated under the laws of Luxemburg and its debtor affiliates.

48. “*Definitive Documents*” means all material documents in respect of the Restructuring Transactions (including but not limited to the following): (a) the Plan; (b) the Confirmation Order; (c) the Disclosure Statement (and the motion seeking approval thereof); (d) the Solicitation Materials; (e) the DIP Documents; (f) the Plan Supplement; (g) the New Organizational Documents; and (h) any employee retention or incentive plans.

49. “*DIP Agent*” means Wilmington Savings Fund Society, FSB, in its capacity as administrative agent and collateral agent under the DIP Credit Agreement, and any successors and permitted assigns, in such capacity.

50. “*DIP Claim*” means any Claim on account of indebtedness under the DIP Facility and/or DIP Credit Agreement, including any that comprise “roll up” loans pursuant to the DIP Orders.

51. “*DIP Credit Agreement*” means that certain superpriority debtor-in-possession financing credit agreement, filed as an attachment to the DIP Orders (as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time), by and among Kleopatra Finco S.à r.l., Klöckner Pentaplast GmbH, and Klöckner Pentaplast of America, Inc., as borrowers, each of the Debtors and certain non-Debtors party thereto as guarantors, Wilmington Savings Fund Society, FSB, as the DIP Agent, and the lenders party thereto setting forth the terms and conditions of the DIP Facility.

52. “*DIP Documents*” means, collectively, the documentation governing the DIP Facility, including the DIP Credit Agreement and any other agreements, documents, and instruments delivered or entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, budgets, and other security documents, the DIP Orders, the DIP Motion, and any amendments, modifications and supplements to any of the foregoing.

53. “*DIP Facility*” means the new superpriority secured term loans to be made in accordance with the DIP Credit Agreement.

54. “*DIP Lenders*” shall mean the Lenders under the DIP Credit Agreement.

55. “*DIP Motion*” means any motion filed with the Bankruptcy Court seeking approval of the DIP Facility.

56. “*DIP Orders*” means, collectively, the Interim DIP Order and the Final DIP Order.

57. “*Disbursing Agent*” means the Debtors or the Reorganized Debtors, as applicable, or the Entity or Entities selected by the Debtors or the Reorganized Debtors with the consent of the Required Consenting Senior Creditors to make or facilitate distributions contemplated under this Plan.

58. “*Disclosure Statement*” means the disclosure statement with respect to the Plan, including all exhibits, schedules, supplements, modifications, and amendments thereto, to be approved by the Confirmation Order.

59. “*Disputed*” means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

60. “*Distribution Date*” means, except as otherwise set forth in this Plan, the date or dates determined by the Debtors or the Reorganized Debtors, as applicable, on or after the Effective Date upon which the Disbursing Agent shall make distributions to Holders of Allowed Claims entitled to receive distributions under the Plan.

61. “*Distribution Record Date*” means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the Effective Date, or such other date as determined by the Debtors.

62. “*DTC*” means the Depository Trust Company.

63. “*Effective Date*” means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of this Plan have been satisfied or waived in accordance with Article IX.B of this Plan; and (c) this Plan is declared effective by the Debtors. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

64. “*Entity*” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

65. “*Estate*” means, as to each Debtor, the estate created for such Debtor pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor’s Chapter 11 Case.

66. “*EUR Term Loan*” means the term loan issued in euros under the Senior Facilities Agreement.

67. “*Exculpated Parties*” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; and (b) the independent directors or managers of any Debtor.

68. “*Executory Contract*” means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

69. “*Exit Facility*” means that certain exit facility in an aggregate original principal amount of the Effective Date equal to the amount of (a) the Allowed DIP Claims (other than such Allowed DIP Claims paid in full in Cash on the Effective Date pursuant to clause (ii) of the second paragraph of Section II.C of the Plan), *plus* (b) €17,500,000, to be entered into by the Reorganized Debtors on the Effective Date in accordance with the Exit Facility Documents. To the extent necessary in light of the Restructuring Opinion (as defined in the RSA), the Debtors and the Required Consenting Secured Parties shall negotiate in good faith the structure of the Exit Facility.

70. “*Exit Facility Agent*” means the agent and/or trustee under the Exit Facility.

71. “*Exit Facility Credit Document*” means the credit agreement and/or indenture governing the Exit Facility.

72. “*Exit Facility Documents*” means any documents governing the Exit Facility, including the Exit Facility Credit Documents, and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith. The Exit Facility Documents shall be acceptable to the Debtors and the Required Consenting Senior Creditors, and to the extent required under the RSA, the SVP Funds, and the Required Consenting Second Lien Noteholders.

73. “*Exit Financing Loans or Notes*” means, as applicable, the loans provided or notes issues under the Exit Facility on the terms and conditions set forth in the Exit Facility Documents.

74. “*Factoring Motion*” means the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Participating in and Selling Receivables Pursuant to the Factoring Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* filed contemporaneously herewith, seeking authorization of certain debtors to continue post-petition the Factoring Programs.

75. “*Factoring Program Claims*” means any Claims by any Factor that arise from the Factoring Programs.

76. “*Factoring Program Documents*” means all documents, agreements, or instruments pertaining to the Factoring Programs, which may, from time to time, be amended, modified, waived, or supplemented by the parties thereto in accordance with those documents.

77. “*Factoring Program Orders*” means the Interim Factoring Order and the Final Factoring Order.

78. “*Factoring Program Superpriority Claims*” means any superpriority administrative expense claims granted under the Factoring Program Documents and Factoring Program Orders.

79. “*Factoring Programs*” means certain Debtors’ accounts receivable factoring arrangements that existed prior to the Petition Date, and will remain in effect during the pendency of the Chapter 11 cases and after the Effective Date.

80. “*Factors*” means (i) Coface Finanz GmbH and (ii) Factofrance, each in its capacity as factors and related roles under the Factoring Program Documents.

81. “*Federal Judgment Rate*” means the federal judgment rate specified by 28 U.S.C. § 1961 in effect as of the Petition Date.

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

83. “*Final DIP Order*” means any order entered by the Bankruptcy Court on a final basis approving the DIP Motion.

84. “*Final Factoring Order*” means any order entered by the Bankruptcy Court on a final basis approving the Factoring Motion.

85. “*Final Order*” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, re-argument, leave to appeal or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure or any comparable rule under the Bankruptcy Rules, the Local Bankruptcy Rules, or applicable non-bankruptcy law may be filed relating to such order or judgment shall not cause such order or judgment to not be a Final Order.

86. “*First Lien Claims*” means First Lien SFA Claims and First Lien Secured Notes Claims.

87. “*First Lien Secured Notes*” means the senior secured notes, due March 1, 2026, issued pursuant to the First Lien Secured Notes Indenture.

88. “*First Lien Secured Notes Claim*” means any Claim on account of indebtedness under the First Lien Secured Notes Indenture.

89. “*First Lien Secured Notes Indenture*” means that certain senior secured notes indenture, dated as of February 12, 2021, by and among: (a) Kleopatra Finco S.à r.l., as issuer; (b) certain of its subsidiaries, as guarantors; (c) Deutsche Trustee Company Limited, as trustee; (d) Deutsche Bank AG, London Branch, as principal paying agent and security agent; and (e) Deutsche Bank Luxembourg S.A., as registrar and transfer agent (as may be further amended, restated, supplemented, or otherwise modified from time to time).

90. “*First Lien Secured Notes Trustee*” means, collectively, (a) Deutsche Trustee Company Limited, as trustee, (b) Deutsche Bank AG, London Branch, as principal paying agent and security agent, and (c) Deutsche Bank Luxembourg S.A., as registrar and transfer agent, in each case in their capacities as such under the First Lien Secured Notes Indenture.

91. “*First Lien SFA Agent*” means, collectively, (a) J.P. Morgan SE, as agent and (b) Deutsche Bank AG, London Branch, as security agent, in each case in their capacities as such under the Senior Facilities Agreement.

92. “*First Lien SFA Claims*” means any Claim on account of indebtedness under the First Lien SFA Loans.
93. “*First Lien SFA Loans*” means the USD Term Loan, the EUR Term Loan, the Revolving Credit Facility, and the Additional Term Loan, in each case issued pursuant to the Senior Facilities Agreement.
94. “*General Unsecured Claim*” means any Claim that is not (a) an Other Secured Claim, (b) an Administrative Claim; (c) an Other Priority Claim, (d) a Priority Tax Claim, (e) a DIP Claim, (f) a First Lien Claim, (g) a Second Lien Claim, (h) an Intercompany Claim, (i) a Section 510(b) Claim, or (k) otherwise secured by collateral or entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court.
95. “*Governing Body*” means, in each case in its capacity as such, a board of directors, board of managers, manager, managing member, general partner, special committee, or any other similar governing body of any of the Debtors.
96. “*Governmental Unit*” has the meaning set forth in section 101(27) of the Bankruptcy Code.
97. “*Holder*” means an Entity that is the record owner of a Claim against or Interest in any Debtor, as applicable.
98. “*Impaired*” means, with respect to a Claim or Interest, or a Class of Claims against or Interests in the Debtors, a Class of Claims against or Interests in the Debtors that is impaired within the meaning of section 1124 of the Bankruptcy Code.
99. “*Intercompany Claim*” means any Claim against a Debtor held by another Debtor.
100. “*Intercompany Interest*” means (a) any Interest in a Debtor held by another Debtor or (b) any Interest in KH2 held by KH1 or Kleopatra Intermediate.
101. “*Interest*” means the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (in each case whether or not arising under or in connection with any employment agreement).
102. “*Interim DIP Order*” means any order entered by the Bankruptcy Court on an interim basis approving the DIP Motion.
103. “*Interim Factoring Order*” means any order entered by the Bankruptcy Court on an interim basis approving the Factoring Motion.
104. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as amended from time to time, and as applicable to the Chapter 11 Cases.
105. “*Kleopatra Finco*” means Kleopatra Finco S.à.r.l, a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies’ Register (Registre de Commerce et des Sociétés, Luxembourg, the RCS) under number B250955.
106. “*Kleopatra Intermediate*” means Kleopatra Intermediate Holdings S.à.r.l.
107. “*KH1*” means Kleopatra Holdings 1 S.C.A.
108. “*KH1 Equity Interests*” means all existing equity interests in KH1, including all common stock issued by KH1, and any other interests (including any common units or preferred stock), rights, options, warrants, or preferred securities, excluding any such Interests or Claims held by the Debtors.

109. “*KH2*” means Kleopatra Holdings 2 S.C.A.

110. “*KH2 Equity Interests*” means all existing equity interests in KH2, including all common stock issued by KH2, and any other interests (including any common units or preferred stock), rights, options, warrants, or preferred securities, excluding any such Interests or Claims (a) held by another Debtor or (b) held by KH1 or Kleopatra Intermediate.

111. “*KPA*” means Klöckner Pentaplast of America, Inc.

112. “*KPA Equity Interests*” means all existing equity interests in KPA, including all common stock issued by KPA, and any other interests (including any common units or preferred stock), rights, options, warrants, or preferred securities, excluding any such Interests or Claims held by another Debtor.

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

114. “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.

115. “*Local Bankruptcy Rules*” means the Local Bankruptcy Rules for the Southern District of Texas.

116. “*Local Facilities*” means certain local lines of credit and debt facilities between Linpac Packaging Pravia, S.A. as the borrower and (a) ES Banco Santander or (b) ES Banco Sabadell, as applicable, as the lender.

117. “*Local Facilities Claims*” means any Claims on account of the Local Facilities.

118. “*Management Incentive Plan*” has the meaning set forth in Article IV.P of the Plan.

119. “*MIP Shares*” means a pool of up to 10% of the New Equity Interests, reserved for issuance under the Management Incentive Plan as determined by the New Board.

120. “*New Board*” means the new board of directors of New Kleo Holdco or Reorganized KH2, as applicable, which shall be selected in accordance with the New Organizational Documents.

121. “*New Equity Interests*” means equity in New Kleo Holdco or Reorganized KH2, as applicable, issued on or after the Effective Date pursuant to the Plan.

122. “*New Kleo Holdco*” means a Person (which may, for the avoidance of doubt, be a preexisting equityholder of KH1), acceptable to the Required Consenting Senior Creditors, that, as of the Effective Date, directly or indirectly will hold (potentially through Persons who are not Debtors) the equity interests in the Reorganized Debtors; provided, New Kleo Holdco shall be specified in the Restructuring Steps Plan.

123. “*New Organizational Documents*” means the documents providing for corporate governance of the Reorganized Debtors, including charters, bylaws, operating agreements, or other organizational documents or shareholders’ agreements, as applicable, which shall be consistent with this Plan and section 1123(a)(6) of the Bankruptcy Code (as applicable), and shall be included in the Plan Supplement.

124. “*Non-Debtor*” means all direct and indirect subsidiaries of any Debtor that are not Debtors in these Chapter 11 Cases.

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

126. “*Other Secured Claim*” means any other secured Claim against the Debtors that is not a DIP Claim, a First Lien Claim, a Second Lien Claim, or a Factoring Program Claim.

127. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.
128. “*Petition Date*” means the date on which each of the Debtors commence the Chapter 11 Cases.
129. “*Plan*” means this joint chapter 11 plan, including all exhibits, supplements (including the Plan Supplement), appendices, and schedules (as amended, modified, or supplemented from time to time in accordance with the terms hereof).
130. “*Plan Distribution*” means a payment or distribution to holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with the Plan.
131. “*Plan Supplement*” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time) that will be filed by the Debtors with the Bankruptcy Court.
132. “*Priority Tax Claim*” means a Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.
133. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class.
134. “*Professional*” means an Entity (other than an ordinary course professional): (a) employed, or proposed to be employed prior to the Confirmation Date, in the Chapter 11 Cases pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.
135. “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses that the Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.D of this Plan.
136. “*Professional Fee Claim*” means any Claim by a Professional for compensation for services rendered or reimbursement of expenses incurred on or after the Petition Date by such Professional through and including the Confirmation Date to the extent such fees and expenses have not been paid pursuant to sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional’s requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.
137. “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors on the Effective Date with the Professional Fee Amount.
138. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.
139. “*Regulation S*” means Regulations S under the Securities Act.
140. “*Reinstate*,” “*Reinstated*,” or “*Reinstatement*” means with respect to a Claim or Interest, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.
141. “*Rejected Executory Contracts and Unexpired Leases Schedule*” means the schedule of Executory Contracts and Unexpired Leases, if any, to be rejected by the Debtors pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time.

142. “*Related Party*” means, each of, and in each case solely in its capacity as such, current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors.

143. “*Released Parties*” means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Lenders; (d) the Agents (including the DIP Agent); (e) Holders of First Lien Claims; (f) the members of the Ad Hoc Group; (g) the Consenting Senior Creditors; (h) Holders of Second Lien Claims; (i) the CastleKnight Funds; (j) the SVP Funds; (k) the Factors; (l) Holders of Claims or Interests who vote to accept the Plan or are presumed to accept the Plan and do not affirmatively opt out of the releases set forth herein; (m) Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the releases set forth herein; (n) Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan but do not affirmatively opt out of the releases set forth herein; (o) each current and former Affiliate of each Entity in clause (a) through the following clause (p); and (p) each Related Party of each Entity in clause (a) through clause (o); provided that, in each case, an Entity shall not be a Released Party if it: (i) affirmatively opts out of the releases in the Plan; or (ii) timely objects to the releases in the Plan and such objection is not resolved before the Confirmation Hearing.

144. “*Releasing Parties*” means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Lenders; (d) the Agents (including the DIP Agent); (e) Holders of First Lien Claims; (f) the members of the Ad Hoc Group; (g) the Consenting Senior Creditors; (h) Holders of Second Lien Claims; (i) the CastleKnight Funds; (j) the SVP Funds; (k) the Factors; (l) Holders of Claims or Interests who vote to accept the Plan or are presumed to accept the Plan and do not affirmatively opt out of the releases set forth herein; (m) Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the releases set forth herein; (n) Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan but do not affirmatively opt out of the releases set forth herein; (o) each current and former Affiliate of each Entity in clause (a) through the following clause (p); and (p) each Related Party of each Entity in clause (a) through clause (o); provided that, in each case, an Entity shall not be a Releasing Party if it: (i) affirmatively opts out of the releases in the Plan; or (ii) timely objects to the releases in the Plan and such objection is not resolved before the Confirmation Hearing.

145. “*Reorganized Debtors*” means the Debtors, as reorganized pursuant to and under this Plan, on and after the Effective Date, or any successors or assigns thereto including by transfer, merger, consolidation, or otherwise, and including any new Entity established in connection with the implementation of the Restructuring Transactions, including Reorganized KH2 and New KH2.

146. “*Reorganized KH2*” means KH2, as reorganized pursuant to the Plan, on and after the Effective Date, or any successors or assigns thereto including by transfer, merger, consolidation, or otherwise (but shall not include New Kleo Holdco) in connection with the implementation of the Restructuring Transactions.

147. “*Required Consenting Bridge Lenders*” means, as of the relevant date, Consenting Bridge Lenders holding at least 50.01% of the aggregate outstanding principal amount of the Bridge Facilities Claims that are held by Consenting Bridge Lenders who are represented by the Ad Hoc Group Advisors.

148. “*Required Consenting Senior Creditors*” means the Required Consenting First Lien Secured Creditors and the Required Consenting Bridge Lenders.

149. “*Required Consenting First Lien Secured Creditors*” means, as of the relevant date, Consenting First Lien Secured Creditors holding at least 50.01% of the aggregate outstanding principal amount of the First Lien Claims that are held by Consenting First Lien Secured Creditors who are represented by the Ad Hoc Group Advisors.

150. “*Required Consenting Second Lien Secured Noteholders*” means, as of the relevant date, Consenting Second Lien Secured Noteholders holding at least 50.01% of the aggregate outstanding principal amount of the Second

Lien Claims that are held by Consenting Second Lien Secured Noteholders and the SVP Funds; *provided* the Required Consenting Second Lien Secured Noteholders must include the CastleKnight Funds and the SVP Funds.

151. “*Required Consenting Stakeholders*” means the Required Consenting Senior Creditors, the Required Consenting Second Lien Secured Noteholders, and the SVP Funds.

152. “*Restructuring Expenses*” means the reasonable, documented, and due and owing fees and out-of-pocket expenses of (a) the Ad Hoc Group Advisors, (b) the SVP Funds’ Advisors; *provided* that, the Restructuring Expenses to be paid to the SVP Funds or the SVP Funds’ Advisors shall be limited to (i) all fees and expenses of the SVP Funds’ Advisors incurred through and on the Petition Date, plus (ii) \$200,000 for fees and expenses incurred after the Petition Date, *provided* further that the SVP Funds’ Advisors shall invoice the Company Parties for each \$50,000 of fees and expenses incurred on a postpetition basis, which invoices shall be shared with the Ad Hoc Group Advisors and contain a reasonable level of non-privileged detail (not including time detail) regarding the tasks performed in connection with such invoiced amounts, and, (c) the CastleKnight Funds’ Advisors; *provided* that, the Restructuring Expenses to be paid to the CastleKnight Funds or the CastleKnight Funds’ Advisors shall be limited to (i) all fees and expenses of the CastleKnight Funds’ Advisors incurred through and on the Petition Date, plus (ii) \$100,000 for fees and expenses incurred after the Petition Date, (d) the DIP Agent, (e) the First Lien Secured Notes Trustee, (f) the First Lien SFA Agent, (g) the Second Lien Secured Notes Trustee, and (h) the advisors to each of the foregoing set forth in clauses (a) through (h) in each case, incurred prior to the Effective Date in accordance with their respective engagement letters or fee letters with the Company Parties and/or any applicable order of the Bankruptcy Court.

153. “*Restructuring Steps Plan*” means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with this Plan and the RSA, and as set forth in the Plan Supplement, and otherwise in a manner consistent with the Definitive Documents.

154. “*Restructuring Transactions*” means the transactions described in Article IV.B of this Plan and the Restructuring Steps Plan.

155. “*Revolving Credit Facility*” means the revolving credit facility outstanding under the Senior Facilities Agreement.

156. “*RSA*” means that certain restructuring support agreement, dated as of November 4, 2025, by and among the Debtors and the Consenting Stakeholders, including all exhibits thereto, as may be amended, modified, or supplemented from time to time, in accordance with its terms.

157. “*Schedule of Retained Causes of Action*” means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan and which shall be filed with the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

158. “*SEC*” means the United States Securities and Exchange Commission.

159. “*Second Lien Claim*” means any Claim on account of indebtedness under the Second Lien Secured Notes Indenture.

160. “*Second Lien Secured Notes*” means the second lien secured notes, due September 1, 2029, issued pursuant to the Second Lien Secured Notes Indenture.

161. “*Second Lien Secured Notes Indenture*” means that certain second lien secured notes indenture, dated April 22, 2025, by and among: (a) Kleopatra Finco S.à r.l., as issuer, (b) certain of its subsidiaries pursuant to the Second Lien Secured Notes Indenture (as defined below), as guarantors; (c) GLAS Trust Company LLC, as trustee, principal paying agent, registrar and transfer agent; and (d) Deutsche Bank AG, London Branch, as security agent (as may be further amended, restated, supplemented, or otherwise modified from time to time).

162. “*Second Lien Secured Notes Trustee*” means, collectively, (a) GLAS Trust Company LLC, as trustee, principal paying agent, registrar and transfer agent and (b) Deutsche Bank AG, London Branch, as security agent (as may be further amended, restated, supplemented, or otherwise modified from time to time).

163. “*Section 510(b) Claim*” means any Claim subject to subordination under section 510(b) of the Bankruptcy Code.

164. “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code to the extent of the amount subject to setoff.

165. “*Securities Act*” means the Securities Act of 1933, as amended.

166. “*Security*” or “*Securities*” has the meaning set forth in section 2(a)(1) of the Securities Act.

167. “*Senior Facilities Agreement*” means that certain senior facilities agreement, dated as of February 9, 2021, entered into between, among others: (a) Kleopatra Finco S.à r.l., as the company; (b) the Mandated Lead Arrangers (as defined therein); (c) J.P. Morgan SE, as agent; and (d) Deutsche Bank AG, London Branch, as security agent (as amended and/or amended and restated and/or supplemented from time to time).

168. “*Solicitation Materials*” means, as applicable, any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on the Plan.

169. “*SVP Funds*” means the funds, accounts or investment vehicles affiliated with, or managed by funds affiliated with, Strategic Value Partners, LLC, together with its affiliates, in their capacities as holders of Claims and KH1 Equity Interests.

170. “*SVP Funds’ Advisors*” means Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the SVP Funds.

171. “*SVP Funds’ Consent Right*” means the right of the SVP Funds to consent to or approve any of the Definitive Documents (or any amendment, modifications, or supplements thereto), in each case solely to the extent that such Definitive Document: (a) adversely, in comparison to the terms set forth in this Agreement, affects, directly or indirectly, (i) the releases to be granted in favor of the SVP Funds, (ii) alters the treatment of Second Lien Claims, or (iii) the economic rights of the SVP Funds or its affiliates in their capacities as holders of Interests; (b) provides for less favorable treatment of the SVP Funds or its Affiliates in their capacities as (i) holders of First Lien Claims, as compared to any other holder of First Lien Claims, (ii) holders of Second Lien Claims, as compared to any other holder of Second Lien Claims, (iii) holders of DIP Claims, as compared to any other holder of DIP Claims, and/or (iv) holders of Bridge Facilities Claims, as compared to any other holder of Bridge Facilities Claims, or (c) adversely affects the tax treatment of the SVP Funds or its affiliates (in any capacity), which shall consent shall not be unreasonably withheld, conditioned, or delayed.

172. “*Third-Party Release*” means the release set forth in Article VIII.D of the Plan.

173. “*Transfer*” means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions); *provided* that any pledge in favor of a bank or broker dealer at which a Consenting Stakeholder maintains an account, where such bank or broker dealer holds a security interest or other encumbrance over property in the account generally shall not be deemed a “Transfer” for any purposes hereunder. When used as a noun, “Transfer” shall have a correlative meaning.

174. “*Transfer Agreement*” means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached to the RSA.

175. “*Trustee*” means any indenture trustee, collateral trustee, or other trustee or similar Entity under the First Lien Secured Notes and the Second Lien Secured Notes.

176. “*U.S. Trustee*” means the Office of the United States Trustee for the Southern District of Texas.

177. “*Unexpired Lease*” means a lease of non-residential, real property to which one or more of the Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

178. “*Unimpaired*” means, with respect to a Claim against or an Interest in a Debtor, not impaired within the meaning of section 1124 of the Bankruptcy Code.

179. “*USD Term Loan*” means the term loan facility issued in United States dollars under the Senior Facilities Agreement.

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with this Plan or the Confirmation Order, as applicable; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan (including the exhibits and Plan Supplement) in its entirety rather than to a particular portion of this Plan; (8) subject to the provisions of any contract, charter, bylaws, limited liability company agreements, operating agreements, certificates of incorporation, or other organizational documents or shareholders’ agreements, as applicable, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable Law, including the Bankruptcy Code and the Bankruptcy Rules; (9) any immaterial effectuating provisions may be interpreted by the Debtors or Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order, or approval, of the Bankruptcy Court or any other Entity; (10) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (11) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (12) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (13) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (14) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (15) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (16) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “Holders of Interests,” “Disputed Interests,” and the like, as applicable; (17) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company Laws; and (18) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective Person or Entity that have such consent, acceptance, or approval rights, including by electronic mail.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to

this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Except as set forth herein or in any DIP Order, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

D. Governing Law.

Except to the extent a rule of Law or procedure is supplied by federal Law (including the Bankruptcy Code or the Bankruptcy Rules) and subject to the provisions of any contract, lease, instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed, implemented, and enforced in accordance with, the Laws of the State of New York, without giving effect to the principles of conflict of Laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law); *provided* that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the Laws of the state of incorporation or formation of the relevant Debtor or Reorganized Debtor, as applicable.

E. Reference to the Debtors or the Reorganized Debtors.

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

F. Nonconsolidated Plan.

Although for purposes of administrative convenience and efficiency this Plan has been proposed as a joint plan for each of the Debtors and presents Classes of Claims against and Interests in the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

G. Controlling Document.

In the event of an inconsistency between this Plan and the Disclosure Statement, the terms of this Plan shall control in all respects. In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and this Plan or the Disclosure Statement, the Confirmation Order shall control.

H. Consultation, Notice, Information, and Consent Rights.

Notwithstanding anything herein to the contrary, any and all respective consultation, information, notice, and consent rights set forth in the RSA (including the exhibits thereto), with respect to the form and substance of this Plan, all exhibits to this Plan, the Plan Supplement, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I hereof) and fully enforceable as if stated in full herein until such time as the RSA is terminated in accordance with its terms.

**ARTICLE II.
ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, DIP CLAIMS, PROFESSIONAL FEE
CLAIMS, AND RESTRUCTURING EXPENSES**

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

A. Administrative Claims.

Except with respect to the Professional Fee Claims, Restructuring Expenses, and except to the extent that a Holder of an Allowed Administrative Claim and the Debtors against which such Allowed Administrative Claim is asserted agree to less favorable treatment for such Holder, or such Holder has been paid by any Debtors on account of such Allowed Administrative Claim prior to the Effective Date, each Holder of an Allowed Administrative Claim will receive in full and final satisfaction of its Allowed Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative 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 Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative 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 Claim without any further action by the Holder of such Allowed Administrative Claim; (4) 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 (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

B. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

C. DIP Claims.

All DIP Claims shall be deemed Allowed as of the Effective Date in an amount equal to (a) the principal amount outstanding under the DIP Facility on such date, (b) all interest accrued and unpaid thereon to the date of payment, and (c) all accrued and unpaid fees, premiums, expenses, and non-contingent indemnification obligations payable under the DIP Documents and the DIP Orders.

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to less favorable treatment, each Allowed DIP Claim shall be, in full and final satisfaction of such Allowed DIP Claim: (i) refinanced into each holder's *pro rata* share of loans and/or notes under the Exit Facility in accordance with the DIP Documents and Exit Facility Documents, and (ii) solely in respect of the portion thereof comprising accrued and unpaid interest as of and through the Effective Date, paid in full in Cash.

Upon the satisfaction of the Allowed DIP Claims in accordance with the terms of this Plan, or other such treatment as contemplated by this Article II.C of the Plan, all guarantees provided and all Liens and security interests granted, in each case, to secure such obligations shall be automatically released, terminated, and of no further force and effect without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. The DIP Agent and the DIP Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Debtors or the Reorganized Debtors, as applicable.

D. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court Allows, including from the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed, and which Allowed amount shall

not be subject to disallowance, setoff, recoupment, subordination, recharacterization, or reduction of any kind, including pursuant to section 502(d) of the Bankruptcy Code. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the amount of Professional Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of this Plan.

2. Professional Fee Escrow Account.

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full pursuant to one or more Final Orders. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Allowed Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account. When all such Allowed Professional Fee Claims have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Professional Fee Amount.

Professionals shall reasonably estimate in good faith their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Confirmation Date, and shall deliver such estimate to the Debtors no later than three (3) Business Day before the Effective Date; *provided* that such estimates shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or the Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in this Plan, from and after the Confirmation Date, the Debtors or the Reorganized Debtors as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of this Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or the Reorganized Debtors, as applicable, may employ and pay any Professional without any further notice to or action, order, or approval of the Bankruptcy Court.

E. *Payment of Restructuring Expenses.*

To the extent not otherwise paid, the Debtors or the Reorganized Debtors, as applicable, shall promptly pay in Cash in full outstanding and invoiced Restructuring Expenses as follows: (i) on the Effective Date, Restructuring Expenses incurred, or estimated to be incurred, during the period prior to the Effective Date to the extent invoiced to the Debtors at least three (3) Business Days in advance of the Effective Date following the Debtors' delivery of prior written notice of the date on which they anticipate the Effective Date will occur, and (ii) after the Effective Date, any unpaid Restructuring Expenses within five (5) Business Days of receiving an invoice; *provided* that such Restructuring Expenses shall be paid in accordance with the terms of any applicable engagement letters or other contractual arrangements without the requirement for the filing of retention applications, fee applications, or any other applications in the Chapter 11 Cases, and without any requirement for further notice or Bankruptcy Court review or approval; *provided further* that, to the extent timely invoiced, Restructuring Expenses that are not paid by the Debtors or the Reorganized Debtors, as applicable, within the timeframes set forth in this Article II.D of the Plan, such Restructuring Expenses shall not be deemed waived and shall be included in a subsequent invoice; *provided further* that the Debtors' and the Reorganized Debtors' obligations to pay the Restructuring Expenses shall be subject to the caps set forth in the definition of "Restructuring Expenses."

F. *Factoring Program and Local Facilities.*

All Factoring Program Superpriority Claims shall be Allowed Claims. On the Effective Date, unless otherwise agreed to by the Holder of a Factoring Program Superpriority Claim, any such claims arising under the Factoring Programs shall be paid in full in Cash on the Effective Date.

All Factoring Program Claims shall be Allowed Claims. On the Effective Date, unless otherwise agreed to by the Holder of a Factoring Program Claim, the Allowed Factoring Program Claims shall be Reinstated in accordance with the terms of the Factoring Program Documents, and the Debtors shall be authorized to execute any exit documentation to effectuate the continuation of the Factoring Programs after the Effective Date.

As of the Effective Date, all of the Liens and security interests to be granted by the applicable Debtors or Reorganized Debtors, as applicable in accordance with the Factoring Program Documents: (a) shall be deemed to be granted; (b) shall be legal, valid, binding, automatically perfected, non-avoidable, first-priority and enforceable Liens on, and security interests in, the applicable collateral specified in the Factoring Program Documents; and (c) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. To the extent provided in the Factoring Program Documents, the Factors are authorized to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The priorities of such Liens and security interests shall be as set forth in the Factoring Program Documents. The Factors shall be authorized to make all filings and recordings 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 this 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.

On the Effective Date, all reasonable and documented fees and out-of-pocket expenses incurred by the advisors to the Factors shall be paid in accordance with the Factoring Program Documents.

All Local Facilities Claims shall be Allowed Claims. On the Effective Date, the Allowed Local Facilities Claims shall be Reinstated and the Exit Facility Documents shall provide for and allow the continuation of the Local Facilities.

ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. *Classification of Claims and Interests.*

Except for the Claims addressed in Article II hereof, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to this Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	First Lien Claims	Impaired	Entitled to Vote
Class 4	Second Lien Claims	Impaired	Entitled to Vote
Class 5	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 6	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
Class 8	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 9	KH2 Equity Interests and KPA Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtors or the Reorganized Debtors, as applicable, and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date (or, if payment is not then due, in accordance with such Claim's terms in the ordinary course of business) or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims.

- (a) *Classification:* Class 1 consists of all Allowed Other Secured Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Other Secured Claim, at the option of the applicable Debtor or the Reorganized Debtor in consultation with the Required Consenting Senior Creditors, either:
 - (i) payment in full in Cash of its Allowed Other Secured Claim;
 - (ii) the collateral securing its Allowed Other Secured Claim;
 - (iii) Reinstatement of its Allowed Other Secured Claim; or
 - (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired.
- (c) *Voting:* Class 1 is Unimpaired under this Plan. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims.

- (a) *Classification:* Class 2 consists of all Allowed Other Priority Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
- (c) *Voting:* Class 2 is Unimpaired under this Plan. Holders of Allowed Other Priority Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

3. Class 3 – First Lien Claims.

- (a) *Classification:* Class 3 consists of all Allowed First Lien Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed First Lien Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed First Lien Claim shall receive: (i) its *pro rata* share of 100 percent of the New Equity Interests, subject to dilution on account of the Management Incentive Plan; or (ii) such reasonable equivalent value on account of the Alternative Instrument (if any).
- (c) *Voting:* Class 3 is Impaired under this Plan. Holders of Allowed First Lien Claims are entitled to vote to accept or reject this Plan.

4. Class 4 – Second Lien Claims.

- (a) *Classification:* Class 4 consists of all Allowed Second Lien Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Second Lien Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Second Lien Claim shall receive its *pro rata* share of an aggregate principal amount of €17.5 million of Exit Financing Loans or Notes in accordance with the Exit Facility Documents (which €17.5 million shall be in addition to the amount of the Exit Financing Loans or Notes provided to the DIP Lenders pursuant to Article II.C of this Plan).
- (c) *Voting:* Class 4 is Impaired under this Plan. Holders of Allowed Second Lien Claims are entitled to vote to accept or reject this Plan.

5. Class 5 – General Unsecured Claims.

- (a) *Classification:* Class 5 consists of all Allowed General Unsecured Claims against any Debtor.
- (b) *Treatment:* Each Holder of an Allowed General Unsecured Claim shall, in full and final satisfaction of such General Unsecured Claim, either:
 - (i) be Reinstated; or
 - (ii) receive such other treatment rendering such General Unsecured Claims

Unimpaired.

- (c) *Voting:* Class 5 is Unimpaired under this Plan. Holders of Allowed Claims in Class 5 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

6. Class 6 – Intercompany Claims.

- (a) *Classification:* Class 6 consists of all Intercompany Claims.
- (b) *Treatment:* Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor or the Reorganized Debtor with the reasonable consent of the Required Consenting Senior Creditors, either:
 - (i) Reinstated;
 - (ii) adjusted, converted to equity, set off, settled, distributed, or contributed;
 - (iii) discharged, cancelled, and released without any distribution on account of such Allowed Intercompany Claims; or
 - (iv) otherwise addressed at the Debtors' election.
- (c) *Voting:* Class 6 is Unimpaired if the Allowed Intercompany Claims are Reinstated or Impaired if the Allowed Intercompany Claims in Class 6 are cancelled. Holders of Allowed Intercompany Claims in Class 6 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

7. Class 7 – Intercompany Interests.

- (a) *Classification:* Class 7 consists of all Intercompany Interests.
- (b) *Treatment:* Each Allowed Intercompany Interest shall be, at the option of the applicable Debtor or the Reorganized Debtor with the reasonable consent of the Required Consenting Senior Creditors, either:
 - (i) Reinstated;
 - (ii) adjusted, converted to equity, set off, settled, distributed, or contributed;
 - (iii) discharged, cancelled, and released without any distribution on account of such Intercompany Claims; or
 - (iv) otherwise addressed at the Debtors' election.
- (c) *Voting:* Class 7 is Unimpaired if the Allowed Intercompany Interests are Reinstated or Impaired if the Allowed Intercompany Interests are cancelled. Holders of Allowed Intercompany Interests in Class 7 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

8. Class 8 – Section 510(b) Claims.

- (a) *Classification:* Class 8 consists of all Section 510(b) Claims.
- (b) *Allowance:* Notwithstanding anything to the contrary herein, a Section 510(b) Claim, if any Claim exists, may only become Allowed by Final Order of the Bankruptcy Court.
- (c) *Treatment:* On the Effective Date, all Section 510(b) Claims will be cancelled, released, discharged, extinguished, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.
- (d) *Voting:* Class 8 is Impaired under this Plan. Holders of Allowed Section 510(b) Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

9. Class 9 – KH2 Equity Interests and KPA Equity Interests

- (a) *Classification:* Class 9 consists of all KH2 Equity Interests and KPA Equity Interests.
- (b) *Treatment:* On the Effective Date, all KH2 Equity Interests and KPA Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or effect. Holders of KH2 Equity Interests and KPA Equity Interests shall receive no recovery or distribution on account thereof and each Holder of a KH2 Equity Interest and KPA Equity Interests shall not receive or retain any distribution, property, or other value on account of such KH2 Equity Interest or KPA Equity Interest.
- (c) *Voting:* Class 9 is Impaired under this Plan. Holders of KH2 Equity Interests and KPA Equity Interests are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

C. *Special Provision Governing Unimpaired Claims.*

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

D. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. *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 votes to accept or reject this Plan, the Holders of such Claims or Interests in such Class shall be presumed to have accepted this Plan.

F. *Intercompany Interests.*

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

of administrative convenience and due to the importance of maintaining the prepetition corporate structure, for the ultimate benefit of the Holders of the New Equity Interests in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims. For the avoidance of doubt, unless otherwise set forth in the Restructuring Steps Plan, to the extent Reinstated pursuant to this Plan, on and after the Effective Date, all Intercompany Interests shall be owned by the same Reorganized Debtor that corresponds with the Debtor that owned such Intercompany Interests immediately prior to the Effective Date.

G. 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 this Plan by one or more of the Classes entitled to vote pursuant to Article III.B of this Plan. The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with Article X hereof 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.

H. Controversy Concerning Impairment.

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

I. Subordinated Claims and Interests.

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under this 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 Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests.

As discussed in detail in the Disclosure Statement and as otherwise provided herein, 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 this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to this Plan. This Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies by and among the Debtors, the Consenting Stakeholders, the DIP Lenders, and each of the Agents/Trustees pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors, their Estates, and Holders of Claims against and Interests in the Debtors. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims in any Class are intended to be, and shall be, final.

B. Restructuring Transactions.

On or before the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or Reorganized Debtors, as applicable, shall consummate the Restructuring Transactions and are authorized in all respects to take all

actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan that are consistent with and pursuant to the terms and conditions of this Plan and the Restructuring Steps Plan, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, formation, organization, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of this Plan, the Plan Supplement, and the RSA; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan, the Plan Supplement, and the RSA and having other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state Law, including any applicable New Organizational Documents; (4) the issuance and distribution of the New Equity Interests; (5) the consummation of the Exit Facility, including the execution, delivery, and filing of all Exit Facility Documents; (6) the reservation of the MIP Shares; (7) the continuation of the Factoring Programs, including the execution, delivery, and filing of any and all Factoring Program Documents necessary to effectuate such continuation; (8) such other transactions that are required to effectuate the Restructuring Transactions, including any transactions set forth in the Restructuring Steps Plan; (9) any transactions with or in respect of KH1, Kleopatra Intermediate, and Kleopatra Senior Holdings GP S.à.r.l. (Luxembourg) necessary or desirable to implement the steps set forth in the Restructuring Steps Plan; and (10) 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 in connection with this Plan.

The Confirmation Order shall, and shall be deemed to, pursuant to both sections 363 and 1123 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 this Plan. The Confirmation Order shall authorize the Debtors, the Reorganized Debtors, and the Consenting Stakeholders, as applicable, to undertake the Restructuring Transactions contemplated by this Plan, the RSA and the other Definitive Documents.

C. The Reorganized Debtors.

On the Effective Date, the New Board shall be established and each Reorganized Debtor shall adopt its New Organizational Documents. The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under this Plan as necessary to consummate this Plan. Cash payments to be made pursuant to this Plan will be made by the Debtors or the Reorganized Debtors, as applicable. The Debtors and Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Debtors or the Reorganized Debtors, as applicable, to satisfy their obligations under this Plan. Except as set forth herein or as otherwise provided for in the Restructuring Steps Plan, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of this Plan.

D. Sources of Consideration for Plan Distributions.

The Debtors and the Reorganized Debtors, as applicable, shall fund distributions under this Plan and the Restructuring Transactions contemplated thereby with: (1) the Debtors' Cash on hand as of the Effective Date; (2) the New Equity Interests; and (3) the loans or notes under the Exit Facility. Each distribution and issuance referred to in Article VI shall be governed by the terms and conditions set forth in this 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. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with this Plan, including the New Equity Interests, will be exempt from registration under the Securities Act, as described more fully in Article IV.M hereof.

1. Use of Cash.

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand to fund distributions to Holders of Allowed Claims, consistent with the terms of this Plan.

2. New Equity Interests.

New Kleo Holdco or Reorganized KH2, as applicable, shall be authorized to issue the New Equity Interests pursuant to the New Organizational Documents. The issuance of the New Equity Interests, including equity awards reserved for the Management Incentive Plan, shall be authorized without the need for any further corporate action or without any further action by the Debtors or Reorganized Debtors. On the Effective Date, the New Equity Interests shall be issued and distributed as provided for in the Restructuring Steps Plan pursuant to, and in accordance with, this Plan.

All of the shares (or comparable units) of New Equity Interests issued pursuant to this Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of New Equity Interests shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Equity Interests shall be deemed as its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms. The New Equity Interests will not be registered under the Securities Act or listed on any exchange as of the Effective Date and will not meet the eligibility requirements of DTC, Euroclear Bank SA/NV, and/or Clearstream Banking S.A. Additional information relating to the applicability of the securities law is available in Article IV.M.

3. Exit Facility.

On the Effective Date, the Reorganized Debtors shall enter into the Exit Facility, pursuant to the Exit Facility Documents. Confirmation of this Plan shall constitute (a) approval of the Exit Facility and the Exit Facility Documents; and (b) authorization for the Debtors and the Reorganized Debtors, as applicable, to take any and all actions necessary or appropriate to consummate the Exit Facility, including executing and delivering the Exit Facility Documents, in each case, without any further notice to or order of the Bankruptcy Court. On the Effective Date, the Exit Facility shall be issued and distributed as provided for in the Restructuring Steps Plan pursuant to, and in accordance with, this Plan.

As of the Effective Date, all of the Liens and security interests to be granted by the Debtors or Reorganized Debtors, as applicable in accordance with the Exit Facility Documents: (a) shall be deemed to be granted; (b) shall be legal, valid, binding, automatically perfected, non-avoidable, first-priority and enforceable Liens on, and security interests in, the applicable collateral specified in the Exit Facility Documents; and (c) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. To the extent provided in the Exit Facility Documents, the Exit Facility Agent is authorized to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The priorities of such Liens and security interests shall be as set forth in the Exit Facility Documents. The Exit Facility Agent shall be authorized to make all filings and recordings 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 this 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. The guarantees granted under the Exit Facility Documents have been granted in good faith, for legitimate business purposes, and for reasonably equivalent value as an inducement to the lenders thereunder to extend credit thereunder and shall be deemed to not constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance, recharacterization, or subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable

nonbankruptcy law. The CastleKnight Funds and the SVP Funds shall not be included on any disqualified lender list or subject to any similar trading restrictions related to the Debtors or the Reorganized Debtors, as applicable, imposed by the Debtors or the Reorganized Debtors, as applicable, in each case, pursuant to the DIP Documents or the Exit Facility Documents.

E. Corporate Existence.

Except as otherwise provided in this Plan, the Confirmation Order, the Restructuring Steps Plan, the New Organizational Documents, or any agreement, instrument, or other document incorporated therein, each Debtor 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 such 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 this Plan or otherwise, and to the extent such documents are amended in accordance therewith, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings, approvals, or consents required under applicable state, provincial, or federal Law). After the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

On or after the Effective Date, one or more of the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

F. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in this Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to this Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in this Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated 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 the Bankruptcy Rules. For the avoidance of doubt, no Reorganized Debtor shall be treated as being liable on any Claim that is discharged pursuant to this Plan.

G. Cancellation of Existing Securities, Agreements, and Interests.

On the Effective Date, (unless otherwise specified in the Restructuring Steps Plan) the Exit Facility, the Factoring Program Documents, or to the extent otherwise provided in this Plan or the Confirmation Order (including to the extent any DIP Claim is refinanced and/or converted into the Exit Facility), as applicable, all notes, instruments, certificates, credit agreements, note purchase agreements, indentures, and other documents evidencing Claims (including, for the avoidance of doubt, the First Lien Indenture, the Second Lien Indenture, the SFA Agreement, and all related collateral and credit documentation), KH2 Equity Interests, or KPA Equity Interests, shall, be cancelled, and any rights of any Holder in respect thereof shall be deemed cancelled and of no force or effect, and all prior, present and future obligations and liabilities, actions, suits, accounts or demands, covenants, and indemnities (both actual and contingent), of the Debtors and any non-Debtor Affiliates, or any other parties thereunder, or in any way related thereto, shall be deemed satisfied in full, released, cancelled, discharged, and of no force or effect, and the Agents/Trustees and each of the lenders and holders and their respective agents, successors and assigns, shall each be automatically and fully released and discharged of and from all duties and obligations thereunder without any need for further action or approval by the Bankruptcy Court or for a Holder to take further action.

H. Corporate Action.

Upon the Confirmation Date, all actions contemplated under this Plan (including the Restructuring Steps Plan and the other documents contained in the Plan Supplement) shall be deemed authorized and approved by the Bankruptcy Court in all respects without any further corporate or equity holder action, including, as applicable: (1) adoption or assumption, as applicable, of the employment agreements; (2) selection of the directors, officers, or managers for the Reorganized Debtors in accordance with the New Organizational Documents; (3) the issuance and distribution of the New Equity Interests; (4) implementation of the Restructuring Transactions; (5) the entry into the Exit Facility Documents, as applicable, and the execution, delivery, and filing of any documents pertaining thereto; (6) all other actions contemplated under this Plan (whether to occur before, on, or after the Effective Date); (7) adoption of the New Organizational Documents; (8) the continuation of the Factoring Programs, including the execution, delivery, and filing of any and all Factoring Program Documents necessary to effectuate such continuation; (9) the assumption or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; and (10) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by this Plan (whether to occur before, on, or after the Effective Date). Upon the Effective Date, all matters provided for in this Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate, partnership, limited liability company, or other governance action required by the Debtors or the Reorganized Debtors, as applicable, in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security Holders, members directors, officers, or managers of the Debtors or the Reorganized Debtors, as applicable. On or prior to the Effective Date, as applicable the appropriate officers of the Debtors and the Reorganized Debtors shall be authorized and directed to issue, execute, and deliver the agreements, documents, Securities, and instruments contemplated under this Plan (or necessary or desirable to effect the transactions contemplated under this Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, the Exit Financing Documents, the New Organizational Documents, any other Definitive Documents, and any and all other agreements, documents, Securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy Law.

I. New Organizational Documents.

On or immediately prior to the Effective Date, except as otherwise provided in this Plan and subject to local Law requirements, the New Organizational Documents shall be automatically adopted or amended by the Reorganized Debtors as may be necessary to effectuate the transactions contemplated by this Plan. To the extent required under this Plan or applicable non-bankruptcy Law, each of the Reorganized Debtors will file its New Organizational Documents with the Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate Laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The New Organizational Documents will, among other things (a) authorize the issuance of the New Equity Interests and (b) prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents as permitted by the laws of its jurisdiction of incorporation or formation and in accordance with the terms thereof, and the Reorganized Debtors may file such amended certificates or articles of incorporation, bylaws, or such other applicable formation documents, and other constituent documents as permitted by the Laws of the respective states, provinces, or countries of incorporation or formation and the New Organizational Documents.

J. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of each of the Debtors shall expire, such current directors shall be deemed to have resigned, and all of the directors for the initial term of the New Board and the other Governing Bodies shall be appointed in accordance with the New Organizational Documents. The initial members of the New Board will be identified in the Plan Supplement, to the extent known and determined at the time of filing and shall be consistent with the New Organizational Documents. Each such member and officer of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors.

K. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtors, and their respective officers, directors, members, or managers, as applicable, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan, the Restructuring Steps Plan, and the Securities issued pursuant to this Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to this Plan.

L. Certain Securities Law Matters.

Before the Petition Date the offering, issuance and distribution of any New Equity Interests and/or the offering, issuance, and distribution of any other debt or equity securities as contemplated herein and/or pursuant to this Plan (any such debt or equity securities, the “Other Securities”) shall be exempt from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or in reliance on Regulation S under the Securities Act.

After the Petition Date, pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the offering, issuance, and distribution of the New Equity Interests as contemplated herein and/or the offering, issuance, and distribution of Other Securities, if any, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of Securities.

The shares of New Equity Interests and the Other Securities, if any, to be issued under this Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of the United States Securities and Exchange Commission or state or local securities laws, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Equity Interests in the New Organizational Documents.

The shares of New Equity Interests and the Other Securities, if any, that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act and subject to any restrictions on the transferability of such New Equity Interests in the New Organizational Documents.

Recipients of the New Equity Interests and the Other Securities, if any, are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable Blue-Sky Laws for resales of New Equity Interests.

The Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order to any Entity (including DTC, Euroclear Bank SA/NV and/or Clearstream Banking S.A., any nominee thereof or any transfer agent for the New Equity Interests) with respect to the treatment of the New Equity Interests to be issued under the Plan under applicable securities laws. DTC, Euroclear Bank SA/NV and/or Clearstream Banking S.A., any nominee thereof and any transfer agent for the New Equity Interests shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests to be issued under the Plan are exempt from registration and/or eligible for DTC, Euroclear Bank SA/NV and/or Clearstream Banking S.A., book-entry delivery, settlement, and depository (to the extent applicable). Notwithstanding anything to the contrary in the Plan, no Entity (including DTC, Euroclear Bank SA/NV and/or Clearstream Banking S.A., any nominee thereof and any transfer agent for the New Equity Interests) may require a

legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests to be issued under the Plan are exempt from registration.

M. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under this Plan or pursuant to (1) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors, including the New Equity Interests, (2) the Restructuring Transactions, (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (4) the making, assignment, or recording of any lease or sublease, (5) the grant of collateral as security for the Reorganized Debtors' obligations under and in connection with the Exit Facility, or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this 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, 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(a) 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.

N. Employee Compensation and Benefits.

1. Compensation and Benefits Programs.

Except as otherwise set forth herein, on the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall (a) assume all employment agreements, indemnification agreements, or other employment-related agreements entered into with current or former employees who are employees as of the Petition Date or (b) enter into new agreements with such employees on terms and conditions acceptable to the Debtors, the Required Consenting Senior Creditors, and such employees.

A counterparty to or participant in a Compensation and Benefits Program assumed pursuant to this Plan shall have the same rights under such Compensation and Benefits Program as such counterparty had thereunder immediately prior to such assumption (unless otherwise agreed by such counterparty and the applicable Reorganized Debtor(s)); *provided* that any assumption of Compensation and Benefits Programs pursuant to this Plan or any of the Restructuring Transactions shall not (a) trigger or be deemed to trigger any change of control, change in control immediate vesting, termination, or similar provisions therein or (b) trigger or be deemed to trigger an event of "Good Reason" (or a term of like import) as a result of the consummation of the Restructuring Transactions or any other transactions contemplated by this Plan.

2. Workers' Compensation Programs.

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable workers' compensation Laws in states in which the Reorganized Debtors operate; and (b) the Debtors' written contracts, agreements, agreements of indemnity, self-insured workers' compensation bonds, policies, programs, and plans for workers' compensation and workers' compensation insurance. All Proofs of Claims on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; *provided* that nothing in this Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable Law, including non-bankruptcy Law with respect to any such contracts,

agreements, policies, programs, and plans; *provided further* that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy Law.

O. Director and Officer Liability Insurance.

Notwithstanding anything in this Plan to the contrary, the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in this Plan, Confirmation of this Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under this Plan as to which no Proof of Claim need be Filed.

In addition, after the Effective Date, the Reorganized Debtors will not terminate or otherwise reduce the coverage under any of the D&O Liability Insurance Policies (including any "tail policy") in effect or purchased as of the Petition Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date or any other individuals covered by such insurance policies, will be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions on or after the Effective Date.

P. Management Incentive Plan.

Following the Effective Date, the New Board shall adopt the Management Incentive Plan, which will provide for the grants of equity and equity-based awards to employees, directors, consultants, and/or other service providers of the Reorganized Debtors, as determined at the discretion of the New Board. The terms and conditions, including with respect to participants, allocation, timing, and the form and structure of the equity or equity-based awards, shall be determined at the discretion of the New Board after the Effective Date.

Q. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, 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, and the Reorganized Debtors' rights to commence, prosecute, or settle such retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of this Plan to the contrary, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in this Plan, including in Article VIII hereof.

The Reorganized Debtors may pursue such retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the RSA, this 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, as applicable, will not pursue any and all available retained Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all retained Causes of Action against any Entity, except as otherwise expressly provided in this Plan.** The Reorganized Debtors may settle any such retained Cause of Action without further notice to or action, order, or approval of the Bankruptcy Court. Unless any retained Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all retained 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 retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to this Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any retained Causes of Action that a Debtor may hold

against any Entity shall vest in the corresponding Reorganized Debtor, except as otherwise expressly provided in this Plan, including Article VIII hereof, or pursuant to Bankruptcy Court order. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such retained Causes of Action. 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 retained Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

R. Cashless Transactions.

Notwithstanding anything to the contrary set forth herein, the treatment of Claims, distributions, and other transactions contemplated hereby including, without limitation, the funding of the Exit Facility, if any, may, at the election of the applicable participating parties, be effectuated by netting or other form of cashless implementation.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, all Executory Contracts and Unexpired Leases that are not otherwise rejected shall be deemed assumed by the applicable Reorganized Debtor with the consent of the Required Consenting Senior Creditors, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease was (a) previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or terminated pursuant to its own terms; or (c) is the subject of a motion to reject such executory contract or unexpired lease that is pending on the Effective Date; or (d) is identified on the Rejected Executory Contract and Unexpired Lease List; *provided* that neither the Restructuring Transactions or any actions contemplated by this Plan shall be deemed a “change of control” or other acceleration event for purposes of any Executory Contract or Unexpired Lease of the Debtors.

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 Lease List, or the Rejected Executory Contract and Unexpired Lease 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 this Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to this Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revest 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 this 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.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. 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.

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 this 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 this 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 or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contract and Unexpired Lease List and Rejected Executory Contract and Unexpired Lease List at any time through and including forty-five (45) days after the Effective Date.

To the extent any provision of the Bankruptcy Code or the Bankruptcy Rules requires the Debtors to assume or reject an Executory Contract or Unexpired Lease, such requirement shall be satisfied if the Debtors make an election to assume or reject such Executory Contract or Unexpired Lease prior to the deadline set forth by the Bankruptcy Code or the Bankruptcy Rules, as applicable, regardless of whether or not the Bankruptcy Court has actually ruled on such proposed assumption or rejection prior to such deadline.

B. 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 no later than thirty (30) days after the effective date of such rejection.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are 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, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.

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

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

The Debtors or the Reorganized Debtors, as applicable, shall pay the Cure amounts, 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 underlying agreements and/or the ordinary course of business among the parties thereto, as applicable. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease with the consent of the Required Consenting Senior Creditors, 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 with the Claims and Noticing Agent on or before thirty (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 despite the failure of the relevant counterparty to File such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court with the consent of the Required Consenting Senior Creditors. 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 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 amount, 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 the Cure amount 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 this 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.**

D. Indemnification Obligations.

To the fullest extent permitted under applicable Law (including being subject to the limitations of the Delaware General Corporation Law, including the limitations contained therein on a corporation’s ability to indemnify officers and directors), all indemnification obligations in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the benefit of current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, creditors, and other professionals of, or acting on behalf of, the Debtors, as applicable, shall be (a) reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Debtors than the indemnification provisions in place prior to the Effective Date, and (b) shall be assumed by the Reorganized Debtors.

E. Insurance Policies.

Each of the Debtors’ insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under this Plan. Unless otherwise provided in this Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies, and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revert in the Reorganized Debtors.

F. Reservation of Rights.

Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under this Plan.

G. 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.

H. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases 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 Debtor liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in this Plan, on, or as soon as reasonably practicable thereafter, the Effective Date (or, if a Claim or Interest is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim, as applicable, shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in this Plan, Holders of Allowed Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in this Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

Notwithstanding the foregoing, (a) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors prior to the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice and (b) Allowed Priority Tax Claims shall be paid in accordance with Article II.B of this Plan. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the Holder of such Claim or as may be due and payable under applicable non-bankruptcy Law or in the ordinary course of business.

B. Disbursing Agent.

All distributions under this Plan shall be made by the Disbursing Agent on the Effective Date. The Disbursing 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. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

All Plan Distributions to any Disbursing Agent on behalf of the Holders of Claims listed on the Claims Register (or the designees of such Holders, as applicable) shall be deemed completed by the Debtors when received by such Disbursing Agent. Distributions under this Plan shall be made to any such Holders (or the designees of such Holders, as applicable) by the applicable Disbursing Agent.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent (including the Agents/Trustees) on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date (or the designees of such Holders, as applicable). Unless otherwise provided in a Final Order from the Bankruptcy Court, if a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General.

Except as otherwise provided herein or in the Plan Supplement, the Disbursing Agent shall make distributions to Holders of Allowed Claims, as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Disbursing Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

For the avoidance of doubt, the Distribution Record Date shall not apply to Securities held through DTC, Euroclear Bank SA/NV and/or Clearstream Banking S.A., as applicable, which shall receive distributions in accordance with the applicable procedures of DTC, Euroclear Bank SA/NV and/or Clearstream Banking S.A., as applicable.

3. No Fractional Distributions.

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

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed

property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be cancelled, released, 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 of such unclaimed property.

E. Surrender of Cancelled Instruments or Securities.

On the Effective Date, or as soon as reasonably practicable thereafter, each Holder (and the applicable Agents for such Holder, including the Agents/Trustees) of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV.G hereof, shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors and any non-Debtor Affiliates, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties (other than the non-Debtor Affiliates) in respect of one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for the purposes of allowing Holders to receive distributions under this Plan, charging Liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary in this Plan, the foregoing shall not apply to certificates or instruments evidencing Claims or Interests that are Unimpaired under this Plan.

F. Manner of Payment.

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

G. Compliance with Tax Requirements.

In connection with this Plan, to the extent applicable, the Debtors, the Reorganized Debtors, the Disbursing Agent, and any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, any applicable withholding or reporting 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 this 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 Debtors and the Reorganized Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

H. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

I. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in this Plan or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy Law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

J. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than United States dollars shall be automatically deemed converted to the equivalent United States dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date; except that Holders of Allowed DIP Claims and Allowed Second Lien Claims that are satisfied hereunder with distributions of loans and/or notes under the Exit Facility and/or Cash, in satisfaction of the portion of such Allowed DIP Claims comprising accrued and unpaid interest, shall receive such loans and/or notes under the Exit Facility and such Cash in same currency as the currency in which applicable underlying Allowed DIP Claim or Allowed Second Lien Claim were denominated and without conversion into another currency.

K. Setoffs and Recoupment.

Except as expressly provided in this Plan, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all Claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and the Holder of the Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all Claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.F hereof on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

L. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection 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 a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within five (5) Business Days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. 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 for each Business Day after the five (5) Business Day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

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

3. Applicability of Insurance Policies.

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained herein (including Article III of this Plan), nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any 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.

ARTICLE VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. *Disputed Claims Process.*

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under this Plan, Holders of Claims need not File Proofs of Claim, and the Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claims shall be subject to, the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors or Reorganized Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim, as applicable, under this Plan. Notwithstanding the foregoing, Entities must File Cure objections as set forth in Article V.C of this Plan to the extent such Entity disputes the amount of the Cure paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty. **Except as otherwise provided herein, all Proofs of Claim Filed after the Effective Date 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 further notice to or action, order, or approval of the Bankruptcy Court.**

B. *Allowance of Claims.*

After the Effective Date and subject to the terms of this Plan, each of the Reorganized Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be Allowed under applicable non-bankruptcy Law.

C. *Claims Administration Responsibilities.*

Except as otherwise specifically provided in this Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to this Plan.

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy Law. If the Debtors or Reorganized Debtors, as applicable, dispute any General Unsecured Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all Claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

D. Estimation of Claims.

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in this Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under this Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

E. Adjustment to Claims without Objection.

Any duplicate Claim or any Claim that has been paid, satisfied, amended, or superseded may be adjusted or expunged (including pursuant to this Plan) on the Claims Register by the Debtors or Reorganized Debtors or the Claims and Noticing Agent without the Debtors or Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim and without any further notice to or action, order, or approval of the Bankruptcy Court.

F. Disallowance of Claims.

Except as otherwise expressly set forth herein, and subject to the terms hereof, including Article VIII, all Claims of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

G. No Distributions Pending Allowance.

Notwithstanding any other provision of this Plan, if any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim; *provided* that if only the Allowed amount of an otherwise valid Claim is Disputed, such Claim shall be deemed Allowed in the amount not Disputed and payment or distribution shall be made on account of such undisputed amount pending resolution of the dispute.

H. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. On or as soon as reasonably practicable after the next Distribution Date after the date that the order or judgment of the Bankruptcy Court allowing

any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim.

ARTICLE VIII. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code and except as otherwise specifically provided herein, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided herein shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims that the Debtors resolve or compromise after the Effective Date), 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 that employees of the Debtors have performed prior to the Effective Date, and that arise from a termination of employment, any contingent or noncontingent 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. Any default or “event of default” by the Debtors with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. Without prejudice to the distributions, rights, and treatment that are provided by 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, and, upon the Effective Date, all Holders of such Claims and Interests shall be forever precluded and enjoined, pursuant to Section 524 of the Bankruptcy Code, from prosecuting or asserting any such Claim or Interest against the Debtors, Reorganized Debtors, or any of their assets or property.

B. Release of Liens.

Except as otherwise provided in the Exit Facility Documents, the Factoring Program Documents, this Plan, the Confirmation Order, or any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this 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, benefit, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim 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, including the Agents/Trustees) and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to this 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 reasonably 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.

C. Releases by the Debtors.

Except as otherwise provided in this Plan or the Confirmation Order to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtors, their Estates, the Reorganized Debtors, and any Person seeking to exercise the rights of the Debtors or their Estates, including any successors to the Debtors or any Estates or any Estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action whatsoever, including any Avoidance Actions and any derivative Claims, asserted or assertable on behalf of any of the Debtors, Reorganized Debtors, and their Estates, whether liquidated or unliquidated, known or unknown, foreseen or unforeseen, matured or unmatured, asserted or unasserted, accrued or unaccrued, existing or hereafter arising, contingent or noncontingent, in Law, equity, contract, tort or otherwise, that the Debtors, their Estates, or the Reorganized Debtors, including any successors to the Debtors or any Estate representatives appointed or selected, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, the Reorganized Debtors, their Estates, or other Entity, or that any holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the Debtors' capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions, any related adversary proceedings, intercompany transactions between or among a Debtor and another Debtor or an Affiliate of a Debtor, the decision to file the Chapter 11 Cases, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into or filing of the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, any other Definitive Document or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan, any other Definitive Document, or any Restructuring Transactions before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Disclosure Statement or the Plan, the solicitation of votes with respect to the Plan, the Consent Solicitation, the pursuit of Confirmation, the pursuit of Consummation of the Restructuring Transactions, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date relating to any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any Causes of Action identified in the Schedule of Retained Causes of Action, *provided* that, for the avoidance

of doubt, no Causes of Action against any Consenting Stakeholder shall be included on such Schedule of Retained Causes of Action, (ii) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or Agreement (including any Definitive Document, the Exit Facility Documents, the New Organizational Documents, and other documents set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, or (iii) any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by the Releasing Parties.

Except as otherwise provided in this Plan or the Confirmation Order to the contrary, on and after the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permitted under applicable law, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by each and every Releasing Party, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claims or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action arising at any time prior to the Effective Date, including any Avoidance Actions and any derivative claims assert, whether liquidated or unliquidated, known or unknown, foreseen or unforeseen, matured or unmatured, existing on or before the Effective Date, contingent or noncontingent, in law, equity, contract, tort, or otherwise, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that such Entities would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor, the Reorganized Debtors, or their Estates or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, and their Estates (including the capital structure, management, ownership, or operation thereof), the Chapter 11 Cases, the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor or Affiliate of a Debtor, the decision to file the Chapter 11 Cases, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into, or Filing of the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Facility, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, any other Definitive Document or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Facility, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan, or the Plan Supplement,

before or during the Chapter 11 Cases, or any Restructuring Transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable Law, the filing of the Chapter 11 Cases, the Disclosure Statement, or the Plan, the solicitation of votes with respect to the Plan, the Consent Solicitation, the pursuit of Confirmation, the pursuit of Consummation of the Restructuring Transactions, the administration and implementation of the Plan and the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Restructuring Transactions and/or Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date relating to any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including any Definitive Document, the Exit Facility Documents, the New Organizational Documents, and other documents set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, or (b) any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

Notwithstanding anything contained in this Plan to the contrary, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or Third-Party Release, effective as of the Effective Date, no Exculpated Party shall have or incur liability or obligation for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim arising from the Petition Date through the Effective Date related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the RSA and related prepetition transactions, the Bridge Facilities, the Bridge Facility Agreement, the Definitive Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Factoring Program, the Factoring Program Documents, the Disclosure Statement, the Plan, the Plan Supplement, the Restructuring Transactions, the DIP Facility, the DIP Documents, or any wind down transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) in connection with the RSA and related prepetition transactions, the Bridge Facilities, the Bridge Facility Agreement, the Definitive Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan, the Plan Supplement, the Restructuring Transactions, the DIP Facility, the DIP Documents, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation of the Restructuring Transactions, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be

entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

F. Injunction.

Except as otherwise expressly provided in this Plan or in the Confirmation Order, 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, Interests, or Causes of Action that have been extinguished, released, discharged, or are subject to exculpation, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, and the Released Parties: (1) 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, Interests, or Causes of Action; (2) 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, Interests, or Causes of Action; (3) 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, Interests, or Causes of Action; (4) 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 timely filed a motion with the Bankruptcy Court expressly requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim, Interest, or Cause of Action or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) 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, Interests, or Causes of Action released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article VIII.C, Article VIII.D, and Article VIII.E hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim not released or subject to exculpation under this Plan, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

G. Protections Against Discriminatory Treatment.

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

H. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the RSA shall be in full force and effect and shall not have been terminated and the Debtors shall not be in material breach thereof, and the RSA shall have not been modified, amended or subject to any waiver in any manner that is inconsistent with the CastleKnight Funds Consent Right or the SVP Funds' Consent Right under the Plan without the written consent (email from counsel being sufficient) of the CastleKnight Funds or the SVP Funds, as applicable;

2. there shall not have been instituted or be pending any action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory, or administrative agency or instrumentality, domestic or foreign, or by any other Person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Debtors and the Required Consenting Stakeholders would prohibit, prevent, or restrict Consummation of the Restructuring Transactions;

3. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and Restructuring Transactions, and all applicable regulatory or government-imposed waiting periods shall have expired or been terminated;

4. an order, statute, rule, regulation, executive order, stay, decree, judgment, or injunction shall not have been enacted, entered, issued, promulgated, enforced, or deemed applicable by any court or governmental, regulatory, or administrative agency or instrumentality, domestic or foreign, that, in the reasonable judgment of the Debtors and the Required Consenting Stakeholders would prohibit, prevent, or restrict consummation of the Restructuring Transactions;

5. each document or agreement constituting a Definitive Document shall have been executed or otherwise effectuated as contemplated, shall be in form and substance consistent with the RSA, and otherwise reasonably acceptable to the Required Consenting Senior Creditors, the SVP Funds to the extent of the SVP Funds' Consent Right, and the CastleKnight Funds to the extent of the CastleKnight Funds' Consent Right and any and all conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived pursuant to the terms of the applicable Definitive Document;

6. to the extent invoiced, the payment of all reasonable and documented fees and expenses of the Debtors' professionals (solely if payment of such fees and expenses has been authorized by the Bankruptcy Court, including under the DIP Orders) and the Consenting Stakeholders' professionals related to the negotiation and implementation of the Restructuring Transactions and not previously paid by the Debtors to the extent set forth in the RSA;

7. all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date have been placed in the Professional Fee Escrow Account (as defined in the Plan);

8. the Bankruptcy Court shall have entered the Confirmation Order, the DIP Orders, in each case consistent with the RSA and otherwise reasonably acceptable to the Required Consenting Senior Creditors, the SVP Funds to the extent of the SVP Funds' Consent Right, and the CastleKnight Funds to the extent of the CastleKnight Funds' Consent Right, and such orders shall not have been reversed, stayed, modified, dismissed, vacated, or reconsidered and which shall have become a Final Order;

9. the New Equity Interests shall have been issued by the Reorganized Debtors and shall be free and clear of all taxes, liens or other encumbrances, pre-emptive rights, rights of first refusal, subscription rights, and similar rights (A) except for any restrictions on transfer as may be imposed by applicable securities laws and (B) except as may be imposed or set forth in the New Organizational Documents;

10. the New Organizational Documents shall have been executed and/or effectuated, be in form and substance consistent with the RSA and otherwise reasonably acceptable to the Required Consenting Senior Creditors, and any conditions precedent related thereto, have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived by the Required Consenting Senior Creditors in their discretion;

11. all accrued and unpaid Restructuring Expenses shall have been paid in full in accordance with the RSA;

12. the Debtors shall have otherwise substantially consummated the Restructuring Transactions, and all transactions contemplated herein, in a manner consistent in all respects with the RSA and the Definitive Documents;

13. the DIP Credit Agreement shall be in full force and effect and shall not have been terminated and the Debtors shall not be in material breach thereof and there shall be no pending and uncured default or Event of Default thereunder; and

14. all conditions precedent to the issuance or incurrence of the Exit Facility shall have been satisfied or duly waived, and the Exit Facility, including all documentation related thereto, shall be in form and substance satisfactory to the Required Consenting Stakeholders and the Company Parties and in effect.

B. *Waiver of Conditions.*

The Conditions Precedent may be waived, in whole or in part, with the written consent of the Debtors and the Required Consenting Senior Creditors; *provided*, that the waiver of the Conditions Precedent set forth in clauses 1, 5, 6, 8 and 11 in Article IX.A of the Plan shall require (i) the written consent (email from counsel being sufficient) of the CastleKnight Funds to the extent the treatment of the Second Lien Claims, Claims of the CastleKnight Funds or payment of the CastleKnight Funds' Advisors is impacted by such waiver and (ii) the written consent (email from counsel being sufficient) of the SVP Funds to the extent the treatment of the Second Lien Claims, Claims of the SVP Funds or payment of the SVP Funds' Advisors is impacted by such waiver. Notwithstanding anything herein or in any other Definitive Document to the contrary, any SVP Funds' Consent Right or CastleKnight Funds' Consent Right in respect of or related to any Second Lien Secured Claims shall terminate in the event that either the SVP Funds or the CastleKnight Funds, as applicable, ceases to hold at least twenty-five (25%) of Second Lien Secured Claims such Party holds as of the effective date of the RSA.

C. *Effect of Failure of Conditions.*

If Consummation does not occur, this Plan shall be null and void in all respects and nothing contained in the RSA, this Plan, or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors or any Holder of Claims or Interests of any Claim or Interest; (2) prejudice in any manner the rights of the Debtors, any

Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively; *provided* that all provisions of the RSA that survive termination thereof shall remain in effect in accordance with the terms thereof.

ARTICLE X. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THIS PLAN

A. Modification and Amendments.

Except as otherwise specifically provided in this Plan and to the extent permitted by the RSA, the Debtors reserve the right to modify this Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in this Plan and the RSA, and the requirements of section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights to revoke or withdraw, to alter, amend, or modify this Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify this Plan, or remedy any defect or omission, or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of this Plan. Notwithstanding anything to the contrary in this Plan, any modifications to (1) the treatment of the Second Lien Claims, (2) the treatment of DIP Claims or First Lien Claims held by the CastleKnight Funds or the SVP Funds under the Plan, or (3) the payment of Restructuring Expenses to the CastleKnight Funds' Advisors or the SVP Funds' Advisors, shall, in each case, require the written consent of the CastleKnight Funds or the SVP Funds, as applicable.

B. Effect of Confirmation on Modifications.

Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

To the extent permitted by the RSA, the Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain, and including the Allowance or disallowance, of all or any portion of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection 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 Claims arising therefrom, including Cure pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) 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 (as applicable) pursuant to the provisions of this 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. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
7. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with this Plan, the Confirmation Order, or the Disclosure Statement;
8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan or otherwise in connection with the Chapter 11 Cases;
10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of this Plan;
11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, releases, injunctions, discharges, exculpations, and other provisions contained in this Plan, including under Article VIII hereof, whether arising prior to or after the Effective Date, and enter such orders as may be necessary or appropriate to implement and enforce such releases, injunctions, exculpations, and other provisions;
12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.M hereof;
13. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
14. determine any other matters that may arise in connection with or relate to this Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Plan Supplement, or the Disclosure Statement;

15. enter an order concluding or closing the Chapter 11 Cases;
16. adjudicate any and all disputes arising from or relating to distributions under this Plan or any transactions contemplated herein;
17. consider any modifications of this Plan, to Cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
18. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
19. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;
20. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
21. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in this Plan, including under Article VIII hereof, regardless of whether such termination occurred prior to or after the Effective Date;
22. enforce all orders previously entered by the Bankruptcy Court; and
23. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article IX to the contrary, the New Organizational Documents shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan (including the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims or Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan regardless of whether any Holder of a Claim or Interest has voted on this Plan.

B. Additional Documents.

Subject to and in accordance with the RSA, on or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of this Plan, subject to the RSA and the consent rights set forth therein. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims receiving distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

E. Reservation of Rights.

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, Related Party, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

Kleopatra Finco S.à r.l.
3585 Klockner Road
Gordonsville, VA 22942
Attention: Marc Rotella, Chief Financial Officer,
Shené Mitchell, Deputy General Counsel
E-mail address: marc.rotella@kpfilms.com,
shene.mitchell@kpfilms.com

with copies to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Attention: Chad J. Husnick, P.C., John R. Luze, P.C., Jeffrey T. Michalik, and
David R. Gremling
E-mail address: chad.husnick@kirkland.com

john.luze@kirkland.com
jeff.michalik@kirkland.com
dave.gremling@kirkland.com

- and -

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg, P.C.
E-mail address: joshua.sussberg@kirkland.com

- and -

Porter Hedges LLP
1000 Main St., 36th Floor
Houston, Texas 77002
Attention: John F. Higgins, Eric M. English, M. Share Johnson, Megan Young-John,
James A. Keefe and Joanna D. Caytas
E-mail address: jhiggins@porterhedges.com
eenglish@porterhedges.com
sjohnson@porterhedges.com
myoung-john@porterhedges.com
jkeefe@porterhedges.com
jcaytas@porterhedges.com

2. if to a Consenting First Lien Secured Creditor or a DIP Lender, to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attention: Scott J. Greenberg, Lisa Stevens, Michael J. Cohen, and Rob
E. Fitzgerald
E-mail address: sgreenberg@gibsondunn.com
lstevens@gibsondunn.com
mcohen@gibsondunn.com
rfitzgerald@gibsondunn.com

3. if to the CastleKnight Funds, to:

Akin Gump Strauss Hauer & Feld LLP
Robert Staruss Tower, 2001 K Street NW
Washington, DC 20006
Attention: James Savin, Brad Kahn, and Iain Wood
E-mail address: jsavin@akingump.com
bkahn@akingump.com
iwood@akingump.com

4. if to the SVP Funds, to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 6th Avenue
New York, NY 10019
Attention: Andrew N. Rosenberg and Robert A. Britton
E-mail address: arosenberg@paulweiss.com
rbritton@paulweiss.com

5. if to the DIP Agent, to:

ArentFox Schiff LLP
1301 Avenue of the Americas, 42nd Floor
New York, NY 10019
Attention: Jeffrey Gleit, Jonathan Bagg, and Matthew Bentley
E-mail address: jeffrey.gleit@afslaw.com
Jonathan.Bagg@afslaw.com
matthew.bentley@afslaw.com

After the Effective Date, the Reorganized Debtors have the authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect from and after the Effective Date in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, this Plan (including the documents and instruments in the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are an integral part of this Plan and are incorporated into and are a part of this Plan as if set forth in full in this Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://cases.stretto.com/Klockner> or the Bankruptcy Court's website at <https://www.deb.uscourts.gov/>. To the extent any exhibit or document is inconsistent with the terms of this Plan, unless otherwise ordered by the Bankruptcy Court, the Plan Supplement exhibit or document shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to

make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, Impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with section 1125(g) of the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Exculpated Parties, the directors and officers of any of the Debtors, each of the Debtors and Reorganized Debtors, the DIP Agents and DIP Lenders, and with respect to the foregoing, the Related Parties thereto will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under this Plan and any previous plan, and, therefore, no such parties nor individuals or the Reorganized Debtors will have any liability for the violation of any applicable Law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan and any previous plan.

M. Closing of Chapter 11 Cases.

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to close all of the Chapter 11 Cases except for one of the Chapter 11 Cases, as determined by the Reorganized Debtors with the consent of the Required Consenting Senior Creditors (to the extent the Required Consenting Senior Creditors are in existence after the Effective Date), and all contested matters (if any) relating to each of the Debtors, including objections to Claims, shall be administered and heard in such Chapter 11 Case. The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. Waiver or Estoppel.

On the Effective Date, each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in this Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

[Remainder of page intentionally left blank.]

Dated: November 4, 2025

KLEOPATRA FINCO S.À R.L.
on behalf of itself and all other Debtors

By: /s/ Marc Rotella

Name: Marc Rotella

Title: Chief Financial Officer

Exhibit B

RSA

THIS RESTRUCTURING SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED HERETO COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING OF THE COMPANY PARTIES (AS DEFINED HEREIN) THAT WILL BE EFFECTUATED ON THE TERMS AND CONDITIONS SET FORTH IN THE RESTRUCTURING TERM SHEET (AS DEFINED HEREIN). THIS RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS RESTRUCTURING SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS 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/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

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

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 15.02 and as may be amended, supplemented, or otherwise modified from time to time in accordance with Section 14, this “**Agreement**”) is made and entered into as of November 4, 2025 (the “**Execution Date**”), by and among the following parties (each of the following described in sub-clauses (i) through (v) of this preamble, collectively, the “**Parties**”):¹

- i. Kleopatra Senior Holdings GP S.à r.l., a société à responsabilité limitée incorporated and existing under the Laws of the Grand Duchy of Luxembourg, having its registered office at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg and being registered with the Luxembourg Trade and Companies’

¹ Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

- Register (Registre de Commerce et des Sociétés, Luxembourg) under number B248094 (“**Kleopatra Senior Holdings GP**”), and each of its subsidiaries and affiliates listed on **Exhibit A** to this Agreement that have executed and delivered counterpart signature pages to this Agreement to counsel to the Consenting Stakeholders (the Entities in this clause (i), collectively, the “**Company Parties**”);
- ii. the undersigned holders (or beneficial holders) of Bridge Facilities Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the “**Consenting Bridge Lenders**”);
 - iii. the undersigned holders (or beneficial holders) of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold First Lien Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively, the “**Consenting First Lien Secured Creditors**,” and together with the Consenting Bridge Lenders, the “**Consenting Senior Creditors**”);
 - iv. the undersigned funds, accounts or investment vehicles affiliated with, or managed by funds affiliated with, CastleKnight Management LP, together with its affiliates, in their capacities as holders of (a) First Lien Claims and (b) Second Lien Claims (the “**CastleKnight Funds**”); and
 - v. the undersigned funds, accounts or investment vehicles affiliated with, or managed by funds affiliated with, Strategic Value Partners, LLC, together with its affiliates, in their capacities as holders of (a) Bridge Facilities Claims, (b) First Lien Claims, (c) Second Lien Claims, and (d) KH2 Equity Interests (the “**SVP Funds**” and, together with the Consenting Senior Creditors and the CastleKnight Funds, the “**Consenting Stakeholders**”).

RECITALS

WHEREAS, the Company Parties and the Consenting Stakeholders have in good faith and at arms’ length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties’ business and capital structure on the terms set forth in this Agreement and as specified in the restructuring term sheet attached as **Exhibit B** hereto (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement, and including any exhibits and schedules thereto, the “**Restructuring Term Sheet**” and, such transactions as described in this Agreement and the Restructuring Term Sheet, the “**Restructuring Transactions**”);

WHEREAS, the Company Parties intend to implement the Restructuring Transactions, including through the commencement by the Debtors of voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the “**Chapter 11 Cases**”); and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. *Definitions and Interpretation.*

1.01. Definitions. The following terms shall have the following definitions:

“Ad Hoc Group” means that certain ad hoc group of Consenting First Lien Secured Creditors represented by the Ad Hoc Group Advisors.

“Ad Hoc Group Advisors” means (a) Gibson, Dunn & Crutcher LLP, as legal counsel to the Ad Hoc Group, (b) Houlihan Lokey UK Limited, as investment banker to the Ad Hoc Group, (c) Hengeler Mueller Partnerschaft von Rechtsanwälten mbB, as German legal counsel to the Ad Hoc Group, (d) Arendt & Medernach SA, as Luxembourg legal counsel to the Ad Hoc Group, (e) Chiomenti, as Italian legal counsel to the Ad Hoc Group, (f) Bean, Kinney & Korman P.C., as Virginia Real Estate counsel to the Ad Hoc Group, and (g) Howley Law, PLLC, as additional local bankruptcy counsel, and (h) any other professionals or advisors retained by the Ad Hoc Group, in each case for this clause (h), with the consent of the Company Parties, not to be unreasonably withheld.

“Additional Facility Lender” has the meaning set forth in the Restructuring Term Sheet.

“Additional Senior Notes” has the meaning set forth in the Restructuring Term Sheet.

“Additional Term Loan” means the additional term loan facility outstanding under that certain Additional Facility Notice (as defined in the Senior Facilities Agreement), dated as of February 4, 2025.

“Administrative Claim” means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code.

“Affiliate” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such entity was a debtor in a case under the Bankruptcy Code.

“Agents/Trustees” means, collectively, the Bridge Facilities Agent, the First Lien Secured Notes Trustee, the First Lien SFA Agent, and the Second Lien Secured Notes Trustee.

“Agreement” has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 15.02 (including the Restructuring Term Sheet).

“Agreement Effective Date” means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

“Agreement Effective Period” means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

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

“Allowed” means a Claim or an Interest allowed under the Plan, under the Bankruptcy Code, or by a final order of the Bankruptcy Court.

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

“Alternative Restructuring Engagement Notice” has the meaning set forth in Section 8.05.

“Alternative Restructuring Proposal” means any inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, consent solicitation, exchange offer, tender offer, recapitalization, plan of reorganization or liquidation, share exchange, business combination, joint venture, debt incurrence (including, without limitation, any debtor-in-possession-financing or exit financing), or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Restructuring Transactions contemplated in this Agreement.

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

“Bankruptcy Court” means (a) the United States Bankruptcy Court for the Southern District of Texas or (b) another United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Bridge Facilities” means those certain term loan facilities issued under the Bridge Facilities Agreement.

“Bridge Facilities Agent” means Wilmington Savings Fund Society, FSB, as agent and security agent under the Bridge Facilities Agreement.

“Bridge Facilities Agreement” means that certain facilities agreement, dated as of August 27, 2025, entered into between, among others: (a) Kleopatra Finco, as the company; (b) Infia Midco 2 Limited, as the UK borrower; and (c) Wilmington Savings Fund Society, FSB, as agent and security agent (as amended and/or amended and restated and/or supplemented from time to time).

“Bridge Facilities Claim” means any Claim on account of indebtedness under the Bridge Facilities.

“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.

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

“CastleKnight Funds’ Advisors” means (a) Akin Gump Strauss Hauer & Feld LLP, as counsel to the CastleKnight Funds, and (b) any other professionals or advisors retained by the CastleKnight Funds, in each case for this clause (b), with the consent of the Company Parties, not to be unreasonably withheld.

“CastleKnight Funds’ Consent Right” means the right of the CastleKnight Funds to consent to or approve any of the Definitive Documents (or any amendment, modifications, or supplements thereto), in each case solely to the extent that such Definitive Document: (a) adversely, in comparison to the terms set forth in this Agreement, affects, directly or indirectly, the releases to be granted in favor of the CastleKnight Funds; (b) alters the treatment of Second Lien Claims; or (c) provides for less favorable treatment of the CastleKnight Funds or its Affiliates in their capacities as (i) holders of First Lien Claims, as compared to any other holder of First Lien Claims, (ii) holders of Second Lien Claims, as compared to any other holder of Second Lien Claims, or (iii) holders of DIP Claims, as compared to any other holder of DIP Claims.

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

“Claim” has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

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

“Company Claims/Interests” means any Claim against, or Interest in, a Company Party, including the DIP Claims, Bridge Facilities Claims, First Lien Claims, Second Lien Claims, and KH2 Equity Interests, or a German Entity.

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

“Company Parties’ Advisors” means (a) Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as counsel to the Company Parties, (b) Porter Hedges LLP, as local counsel to the Company Parties, (c) PJT Partners, as investment banker to the Company Parties, (d) Alvarez & Marsal North America, LLC, as financial advisor to the Company Parties, (e) Stretto, Inc., as claims and noticing agent to the Company Parties, (f) Kobre & Kim LLP, as counsel to the Special Committee, (g) Loyens & Loeff Luxembourg SARL, as Luxembourg legal counsel to the Company Parties, and (g) any other professionals or advisors retained by the Company Parties.

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

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

“Confirmation Order” means the order of the Bankruptcy Court approving the Disclosure Statement and confirming the Plan.

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

“Consenting First Lien Secured Creditors” has the meaning set forth in the preamble to this Agreement.

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

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

“Cooperation Agreement” means that certain Cooperation Agreement entered into as of March 10, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the holders of First Lien Claims from time to time party thereto.

“Debtors” means the Company Parties that commence Chapter 11 Cases.

“Definitive Documents” means the documents listed in Section 3.01.

“DIP Agent” means Wilmington Savings Fund Society, FSB, in its capacity as administrative agent and collateral agent under the DIP Credit Agreement, and any successors and permitted assigns, in such capacity.

“DIP Claim” means any Claim on account of indebtedness under the DIP Facility and/or DIP Credit Agreement, including the Bridge Facilities Claims, to the extent “rolled up” pursuant to the DIP Orders.

“DIP Credit Agreement” means the debtor-in-possession financing credit agreement acceptable to the DIP Lenders, by and among certain Company Parties, the DIP Agent, and the lenders party thereto setting forth the terms and conditions of the DIP Facility.

“DIP Documents” means, collectively, the documentation governing the DIP Facility, including the DIP Credit Agreement and any other agreements, documents, and instruments delivered or entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, budgets, and other security documents, the DIP Orders, the DIP Motion, and any amendments, modifications and supplements to any of the foregoing.

“DIP Facility” means the new superpriority secured term loans to be made in accordance with the DIP Credit Agreement.

“DIP Lenders” shall mean the Lenders under the DIP Credit Agreement.

“DIP Motion” means any motion filed with the Bankruptcy Court seeking approval of the DIP Facility.

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

“Disclosure Statement” means the related disclosure statement with respect to the Plan.

“Disclosure Statement Order” means the order of the Bankruptcy Court, which may be the Confirmation Order, approving the Disclosure Statement as a disclosure statement meeting the applicable requirements of the Bankruptcy Code and, to the extent necessary, approving the Solicitation Materials.

“EEA” has the meaning set forth in Section 9.01(a).

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

“EU MiFID II” has the meaning set forth in Section 9.01(a).

“EUR Term Loan” means the term loan issued in euros under the Senior Facilities Agreement.

“EUWA” has the meaning set forth in Section 9.01(a).

“Exchange Act” has the meaning set forth in Section 9.01.

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

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

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

“Filing Entities” has the meaning set forth in Section 3.03.

“Final DIP Order” means any order, substantially consistent with the Interim DIP Order, entered by the Bankruptcy Court on a final basis approving the DIP Motion.

“First Day Pleadings” means the first-day pleadings that the Company Parties determine are necessary or desirable to file.

“First Lien Claims” means First Lien SFA Claims and First Lien Secured Notes Claims.

“First Lien Secured Notes” means the senior secured notes, due March 1, 2026, issued pursuant to the First Lien Secured Notes Indenture.

“First Lien Secured Notes Claim” means any Claim on account of indebtedness under the First Lien Secured Notes Indenture.

“First Lien Secured Notes Indenture” means that certain senior secured notes indenture, dated as of February 12, 2021, by and among: (a) Kleopatra Finco, as issuer; (b) certain of its subsidiaries, as guarantors; (c) Deutsche Trustee Company Limited, as trustee; (d) Deutsche Bank AG, London Branch, as principal paying agent and security agent; and (e) Deutsche Bank Luxembourg S.A., as registrar and transfer agent (as may be further amended, restated, supplemented, or otherwise modified from time to time).

“First Lien Secured Notes Trustee” means, collectively, (a) Deutsche Trustee Company Limited, as trustee, (b) Deutsche Bank AG, London Branch, as principal paying agent and security agent, and (c) Deutsche Bank Luxembourg S.A., as registrar and transfer agent, in each case in their capacities as such under the First Lien Secured Notes Indenture.

“First Lien SFA Agent” means, collectively, (a) J.P. Morgan SE, as agent and (b) Deutsche Bank AG, London Branch, as security agent, in each case in their capacities as such under the Senior Facilities Agreement.

“First Lien SFA Claims” means any Claim on account of indebtedness under the First Lien SFA Loans.

“First Lien SFA Loans” means the USD Term Loan, the EUR Term Loan, the Revolving Credit Facility, and the Additional Term Loan, in each case issued pursuant to the Senior Facilities Agreement.

“Forbearance Agreement” means the agreement dated as of August 27, 2025, between, among others, certain of the Company Parties and the Original Forbearing Creditors (as such term is defined thereunder).

“Foreign Company Party” means any Company Party incorporated in any jurisdiction other than the United States, any State thereof, or the District of Columbia.

“Foreign Implementation Process” has the meaning set forth in Section 3.04.

“FSMA” has the meaning set forth in Section 9.01(a).

“General Unsecured Claim” means a Claim that is not (a) an Other Secured Claim, (b) an Administrative Claim, (c) an Other Priority Claim, (d) a Priority Tax Claim, (e) a DIP Claim, (f) a Bridge Facilities Claim, (g) a First Lien Claim, (h) a Second Lien Claim, (i) an Intercompany Claim, (j) a Section 510(b) Claim, or (k) otherwise secured by collateral or entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court.

“German Entity” means KP Holding Verwaltungs GmbH, KP Holding GmbH & Co KG, KP International Holding GmbH, Klöckner Pentaplast GmbH, Klöckner Pentaplast Verwaltungs GmbH, Klöckner Pentaplast Europe GmbH & Co KG; KP Real Estate GmbH & Co KG; LINPAC Holdings Deutschland GmbH, LINPAC Packaging GmbH, and LINPAC Holdings (Northern Europe) GmbH.

“Governing Body” means, in each case in its capacity as such, a board of directors, board of managers, manager, managing member, general partner, special committee, or any other similar governing body of any of the Company Parties.

“Initial Senior Notes” has the meaning set forth in the Restructuring Term Sheet.

“Insolvency Regulation” means Regulation (EU) No. 2015/848 of 20 May 2015 of the European Parliament and of the Council on insolvency proceedings (recast).

“Intercompany Claim” means any Claim against a Debtor held by another Debtor.

“Intercompany Interest” means any Interest in a Debtor held by another Debtor.

“Interest” means the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

“Interim DIP Order” means any order entered by the Bankruptcy Court on an interim basis approving the DIP Motion.

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

“KH1” means Kleopatra Holdings 1 S.C.A.

“KH2” means Kleopatra Holdings 2 S.C.A.

“KH2 Equity Interests” means all existing equity interests in KH2, including all common stock issued by KH2, and any other interests (including any common units or preferred stock), rights, options, warrants, or preferred securities, excluding any such Interests or Claims held by another Company Party.

“Kleopatra Finco” means Kleopatra Finco S.à r.l., a *société à responsabilité limitée* incorporated and existing under the Laws of the Grand Duchy of Luxembourg, having its registered office at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg and being registered with the Luxembourg Trade and Companies’ Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B250955.

“Kleopatra Senior Holdings GP” has the meaning set forth in the preamble to this Agreement.

“Klöckner Pentaplast GmbH” means Klöckner Pentaplast GmbH.

“KPA” means Klöckner Pentaplast of America, Inc.

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

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

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

“Management Incentive Plan” has meaning set forth in the Restructuring Term Sheet.

“Milestones” mean the milestones set forth in Section 4.

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

“New Kleo Holdco” has the meaning set forth in the Restructuring Term Sheet.

“New Organizational Documents” has the meaning set forth in the Restructuring Term Sheet.

“Other Priority Claim” means any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority under section 507(a) of the Bankruptcy Code.

“Other Secured Claim” means any other secured Claim that is not a Bridge Facilities Claim, a First Lien Claim, or a Second Lien Claim.

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

“Permitted Actions” has the meaning set forth in Section 8.02.

“Permitted Transferee” means each transferee of any Company Claims/Interests who meets the requirements of Section 9.01.

“Person” has the meaning set forth in section 101(41) of the Bankruptcy Code.

“Petition Date” means the first date any of the Company Parties commences a Chapter 11 Case.

“Plan” means the joint plan of reorganization filed by the Debtors under chapter 11 of the Bankruptcy Code that embodies the Restructuring Transactions.

“Plan Effective Date” means the occurrence of the effective date of the Plan according to its terms.

“Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court.

“Prepetition Facilities” means the indebtedness under the Bridge Facilities Agreement, the Senior Facilities Agreement, First Lien Secured Notes Indenture, and the Second Lien Secured Notes Indenture.

“Priority Tax Claim” means a Claim of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“Qualified Marketmaker” means an Entity that (a) 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 market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

“Regulation S” means Regulation S under the Securities Act.

“Related Fund” means, with respect to any Person, (a) any fund, account or investment vehicle that is controlled, managed, or advised by (i) such Person, (ii) an Affiliate of such Person, (iii) the same investment manager, advisor or subadvisor that controls or manages such Person or an Affiliate of such investment manager, advisor or subadvisor or (iv) otherwise shares a common investment team with the investment manager or investment advisor of the first Person through secondment, outsourcing or other similar contractual arrangements or (b) any investment manager, investment advisor or subadvisor of such Person.

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

“Reorganized KH2” has the meaning set forth in the Restructuring Term Sheet.

“Required Consenting Bridge Lenders” means, as of the relevant date, Consenting Bridge Lenders holding at least 50.01% of the aggregate outstanding principal amount of the Bridge Facilities Claims that are held by Consenting Bridge Lenders represented by the Ad Hoc Group Advisors.

“Required Consenting First Lien Secured Creditors” means, as of the relevant date, Consenting First Lien Secured Creditors holding at least 50.01% of the aggregate outstanding principal amount of the First Lien Claims that are held by Consenting First Lien Secured Creditors represented by the Ad Hoc Group Advisors.

“Required Consenting Senior Creditors” means the Required Consenting First Lien Secured Creditors and the Required Consenting Bridge Lenders.

“Required Consenting Stakeholders” means the Required Consenting Senior Creditors, the CastleKnight Funds, and the SVP Funds.

“Restructuring Expenses” means the reasonable, documented, and due and owing fees and out-of-pocket expenses of (a) the Ad Hoc Group Advisors, (b) the SVP Funds’ Advisors; *provided* that, the Restructuring Expenses to be paid to the SVP Funds or the SVP Funds’ Advisors shall be limited to (i) all fees and expenses of the SVP Funds’ Advisors incurred through and on

the Petition Date, plus (ii) \$200,000 for fees and expenses incurred after the Petition Date, *provided* further that the SVP Funds' Advisors shall invoice the Company Parties for each \$50,000 of fees and expenses incurred on a postpetition basis, which invoices shall be shared with the Ad Hoc Group Advisors and contain a reasonable level of non-privileged detail (not including time detail) regarding the tasks performed in connection with such invoiced amounts, and, (c) the CastleKnight Funds' Advisors; *provided* that, the Restructuring Expenses to be paid to the CastleKnight Funds or the CastleKnight Funds' Advisors shall be limited to (i) all fees and expenses of the CastleKnight Funds' Advisors incurred through and on the Petition Date, plus (ii) \$100,000 for fees and expenses incurred after the Petition Date, (d) the DIP Agent, (e) the First Lien Secured Notes Trustee, (f) the First Lien SFA Agent, (g) the Second Lien Secured Notes Trustee, and (h) the advisors to each of the foregoing set forth in clauses (a) through (h) in each case, incurred prior to the Plan Effective Date in accordance with their respective engagement letters or fee letters with the Company Parties and/or any applicable order of the Bankruptcy Court.

"Restructuring Expert" means FTI Andersch AG or any other firm satisfactory to the Steering Committee, engaged by Kleopatra Finco to prepare and issue the Restructuring Opinion.

"Restructuring Opinion" means a restructuring opinion (*Sanierungsgutachten*) prepared by the Restructuring Expert which meets the requirements of the IDW S6 standard developed by the Institute of Chartered Auditors in Germany (*Institut der Wirtschaftsprüfer in Deutschland e.V.*), which shall confirm that each German Entity is capable of being restructured (*sanierungsfähig*) and which provides for reliance for the benefit of the Consenting Stakeholders.

"Restructuring Steps Plan" means a memorandum indicating the proposed reasonably detailed transaction structure and implementation steps of the Restructuring Transactions, the final form of which shall be in form and substance reasonably acceptable to the Required Consenting Senior Creditors, the SVP Funds to the extent of the SVP Funds' Consent Right, and the Company Parties and incorporated into the Plan Supplement.

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

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

"Revolving Credit Facility" means the revolving credit facility outstanding under the Senior Facilities Agreement.

"Rules" means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

"Second Day Pleadings" means any "second day" pleadings that the Company Parties determine are necessary or desirable to file; *provided* that retention applications shall not be considered "second day" pleadings.

"Second Lien Claim" means any Claim on account of indebtedness under the Second Lien Secured Notes Indenture.

"Second Lien Secured Notes" means the second lien secured notes, due September 1, 2029, issued pursuant to the Second Lien Secured Notes Indenture.

“Second Lien Secured Notes Indenture” means that certain second lien secured notes indenture, dated April 22, 2025, by and among: (a) Kleopatra Finco S.à r.l., as issuer, (b) certain of its subsidiaries pursuant to the Second Lien Secured Notes Indenture (as defined below), as guarantors; (c) GLAS Trust Company LLC, as trustee, principal paying agent, registrar and transfer agent; and (d) Deutsche Bank AG, London Branch, as security agent (as may be further amended, restated, supplemented, or otherwise modified from time to time).

“Second Lien Secured Notes Trustee” means, collectively, (a) GLAS Trust Company LLC, as trustee, principal paying agent, registrar and transfer agent and (b) Deutsche Bank AG, London Branch, as security agent (as may be further amended, restated, supplemented, or otherwise modified from time to time).

“Section 510(b) Claim” means any Claim subject to subordination under section 510(b) of the Bankruptcy Code.

“Securities Act” means the Securities Act of 1933, as amended.

“Senior Facilities Agreement” means that certain senior facilities agreement, dated as of February 9, 2021, entered into between, among others: (a) Kleopatra Finco S.à r.l., as the company; (b) the Mandated Lead Arrangers (as defined therein); (c) J.P. Morgan SE, as agent; and (d) Deutsche Bank AG, London Branch, as security agent (as amended and/or amended and restated and/or supplemented from time to time).

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

“Senior Notes Indenture” has the meaning set forth in the Restructuring Term Sheet.

“Side Letter” means that certain side letter to the Bridge Facilities Agreement, dated as of August 27, 2025, between (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the SVP Funds and (b) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc Group.

“Solicitation Materials” means, as applicable, any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on the Plan, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code, including the Disclosure Statement and Disclosure Statement Order.

“Special Committee” means the special committees of the boards of directors of Kleopatra Senior Holdings GP and Kleopatra Finco.

“Steering Committee” means the Consenting First Lien Secured Creditors comprising the steering committee of the Ad Hoc Group formed for the purpose of considering and negotiating the terms of the Restructuring Transactions from time to time.

“Supermajority Consenting First Lien Creditors” means, as of the relevant date, Consenting First Lien Secured Creditors holding at least 66.67% of the aggregate outstanding principal amount of the First Lien Claims that are held by Consenting First Lien Secured Creditors represented by the Ad Hoc Group Advisors.

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

“**SVP Funds’ Advisors**” means Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the SVP Funds.

“**SVP Funds’ Consent Right**” means the right of the SVP Funds to consent to or approve any of the Definitive Documents (or any amendment, modifications, or supplements thereto), in each case solely to the extent that such Definitive Document: (a) adversely, in comparison to the terms set forth in this Agreement, affects, directly or indirectly, (i) the releases to be granted in favor of the SVP Funds, (ii) alters the treatment of Second Lien Claims, or (iii) the economic rights of the SVP Funds or its affiliates in their capacities as holders of Interests; (b) provides for less favorable treatment of the SVP Funds or its Affiliates in their capacities as (i) holders of First Lien Claims, as compared to any other holder of First Lien Claims, (ii) holders of Second Lien Claims, as compared to any other holder of Second Lien Claims, (iii) holders of DIP Claims, as compared to any other holder of DIP Claims, and/or (iv) holders of Bridge Facilities Claims, as compared to any other holder of Bridge Facilities Claims, or (c) adversely affects the tax treatment of the SVP Funds or its affiliates (in any capacity), which shall consent not be unreasonably withheld, conditioned, or delayed.

“**Termination Date**” means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 13.01, 13.02, 13.03, 13.04, 13.05, or 13.06.

“**Transfer**” means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions); *provided, however*, that any pledge in favor of a bank or broker dealer at which a Consenting Stakeholder maintains an account, where such bank or broker dealer holds a security interest or other encumbrance over property in the account generally shall not be deemed a “Transfer” for any purposes hereunder. When used as a noun, “Transfer” shall have a correlative meaning.

“**Transfer Agreement**” means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit C**.

“**United States Trustee**” means the Office of the United States Trustee for the district in which the Debtors commence their Chapter 11 Cases.

“**USD Term Loan**” means the term loan facility issued in United States dollars under the Senior Facilities Agreement.

1.02. **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 neuter gender shall include the masculine, feminine, and the neuter 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 herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; *provided* that any capitalized terms herein which 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 hereof;

(e) 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. If any payment, distribution, act, or deadline is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act, or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date;

(f) unless otherwise specified, all references herein 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 to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(i) references to “shareholders,” “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) all exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;

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

(l) the phrase “counsel to the Consenting Stakeholders” refers in this Agreement to each counsel specified in Section 15.10 other than counsel to the Company Parties.

1.03. Luxembourg Terms. In this Agreement, where it relates to an entity incorporated in Luxembourg, a reference to:

(a) “winding up” “administration” or “dissolution” means bankruptcy (*faillite*), insolvency, liquidation, dissolution, reorganisation, restructuring, any proceedings and measures under the Luxembourg law of 7 August 2023 on business preservation and modernisation of bankruptcy law, administrative dissolution without liquidation procedure (*procédure de*

dissolution administrative sans liquidation), the appointment of a temporary administrator (*administrateur provisoire*), and any similar Luxembourg or non-Luxembourg proceedings, regimes or officers relating to, or affecting, the rights of creditors generally;

(b) an “agent” includes, without limitation, a “*mandataire*”;

(c) a “receiver”, “administrative receiver”, “administrator” or the like includes, without limitation, a *juge délégué, commissaire, juge-commissaire, liquidateur* or *curateur* or any other person performing the same function of each of the foregoing;

(d) a “matured payment obligation” includes, without limitation, a *obligation certaine, liquide et exigible*;

(e) “Security” or a “security interest” includes, without limitation, any *hypothèque, nantissement, privilège, accord de transfert de propriété à titre de garantie, gage sur fonds de commerce* or *sûreté réelle* whatsoever whether granted or arising by operation of law;

(f) an “attachment” includes a *saisie*;

(g) “by-laws” or “constitutional documents” includes its up-to-date (restated) articles of association (*statuts*); and

(h) a “director”, “officer” or “manager” includes a *gérant* or an *administrateur*.

Section 2. *Effectiveness of this Agreement.* This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., prevailing Eastern Standard Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

(b) the following shall have executed and delivered counterpart signature pages of this Agreement:

(i) holders of at least two-thirds of the aggregate outstanding principal amount of Bridge Facilities Claims;

(ii) holders of at least two-thirds of the aggregate outstanding principal amount of First Lien Claims;

(iii) holders of at least two-thirds of the aggregate outstanding principal amount of Second Lien Claims; *provided* that such parties must include the SVP Funds and the CastleKnight Funds.

(c) counsel to the Company Parties shall have given notice to counsel to the Consenting Stakeholders in the manner set forth in Section 15.10 hereof (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2 have occurred;

(d) the Company Parties shall have paid all Restructuring Expenses for which an invoice has been received by the Company Parties at least three (3) Business Days before the Agreement Effective Date; and

(e) the directors of Klöckner Pentaplast GmbH have confirmed vis-à-vis the Ad Hoc Group Advisors, the SVP Funds' Advisors, and the CastleKnight Funds' Advisors, and on behalf of the respective directors of each German Entity that, based on the information available to the directors of Klöckner Pentaplast GmbH at the Agreement Effective Date (after having made due inquiry with the finance department of Kleopatra Finco and Alvarez & Marsal as financial advisor to Kleopatra Finco and its subsidiaries), they take the view that Klöckner Pentaplast GmbH and each German Entity are neither illiquid nor overindebted within the meaning of section 17 and 19 German Insolvency Code (InsO) assuming that the DIP Facility will be funded in full in accordance with the DIP Credit Agreement in an amount sufficient to cover the funding need of the German Entities.

Section 3. *Definitive Documents.*

3.01. The Definitive Documents governing the Restructuring Transactions shall include all material documents in respect of the Restructuring Transactions (including but not limited to the following): (a) the Plan; (b) the Confirmation Order; (c) the Disclosure Statement (and the motion seeking approval thereof); (d) the Disclosure Statement Order; (e) the Solicitation Materials; (f) the DIP Documents; (g) the First Day Pleadings and Second Day Pleadings (and all orders sought pursuant thereto); (h) the Plan Supplement; (i) the New Organizational Documents; (j) any employee retention or incentive plans; (k) any material pleadings filed with the Bankruptcy Court; and (l) any documentation in respect of a Foreign Implementation Process. Notwithstanding the foregoing, the Definitive Documents shall only contain representations and warranties of the Consenting Bridge Lenders and the Consenting First Lien Secured Creditors that (a) are set forth herein or (b) are otherwise acceptable to each individual Consenting Bridge Lender or Consenting First Lien Secured Creditor (in each case, such consent not to be unreasonably withheld).

3.02. The Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument related to the Restructuring Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement and the Restructuring Term Sheet, as they may be modified, amended, or supplemented in accordance with Section 14. Further, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date shall otherwise be (a) in form and substance reasonably acceptable to the Company Parties and the Required Consenting Senior Creditors, and to the extent of the SVP Funds' Consent Right and the CastleKnight Funds' Consent Right, the SVP Funds and the CastleKnight Funds, as applicable (b) in the case of any DIP Documents, in form and substance acceptable to the requisite DIP Lenders in their sole discretion, and (c) in the case of the New Organizational Documents, or any other documents setting forth the composition of the governing bodies of the Reorganized Debtors and the rights to select the directors or managers thereof, in form and substance acceptable to the Supermajority Consenting First Lien Creditors in their sole

discretion. The Definitive Documents shall be delivered to the Ad Hoc Group, the SVP Funds, and the CastleKnight Funds in accordance with Section 7.01(i).

3.03. The decision as to which of the Company Parties shall file Chapter 11 Cases (collectively, the “**Filing Entities**”) shall be made by the Company Parties in consultation with the Required Consenting Senior Creditors.

3.04. The Company Parties shall negotiate and agree with (a) the Required Consenting Senior Creditors, and (b) to the extent of the SVP Funds’ Consent Right, the SVP Funds, with respect to a method of implementation of the Restructuring Transactions in jurisdictions outside the United States which is, in the reasonable opinion of the directors of any Foreign Company Party having taken legal advice, compliant with all local laws, including with respect to fiduciary duties, applicable to that Foreign Company Party or its directors and officers, in their respective capacities in such jurisdiction (any such method of implementation, a “**Foreign Implementation Process**”).

Section 4. Milestones. The following milestones shall apply to this Agreement unless extended or waived in writing (email being sufficient) by the Required Consenting Senior Creditors:

- (a) the Petition Date shall occur no later than November 4, 2025;
- (b) no later than one (1) calendar day after the Petition Date, the Company Parties shall file the Disclosure Statement and the Plan;
- (c) no later than the date that is three (3) Business Days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered the Interim DIP Order;
- (d) The Company Parties shall deliver to the Consenting Stakeholders a fully financed confirmation for the Agreement Effective Period (*Durchfinanzierungsbestätigung*) and not-obviously futile confirmation (*Nichtaussichtslosbescheinigung*) for each German Entity issued by the Restructuring Expert as soon as reasonably possible, but in any event no later than fourteen (14) calendar days after the Petition Date.
- (e) no later than the date that is thirty (30) calendar days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered the Final DIP Order;
- (f) The Company Parties shall deliver to the Consenting Stakeholders a first draft of the Restructuring Opinion as soon as reasonably possible but in any event no later than the date that is thirty (30) calendar days after the Petition Date;
- (g) no later than the date that is forty-five (45) calendar days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered the Confirmation Order;
- (h) The Company Parties shall deliver to the Consenting Stakeholders a final draft of the Restructuring Opinion as soon as reasonably possible but in any event no later than the date that is forty-five (45) calendar days after the Petition Date; and

(i) no later than the date that is ninety (90) calendar days after the Petition Date the Plan Effective Date shall have occurred; *provided* that, if necessary regulatory approvals associated with the Restructuring Transactions remain pending as of such date, this Milestone shall automatically extend for another thirty (30) calendar days.

4.02. In the event of a Foreign Implementation Process, (a) the Required Consenting Senior Creditors, (b) the Company Parties, and (c) to the extent of the SVP Funds' Consent Right and the CastleKnight Funds' Consent Right, the SVP Funds and the CastleKnight Funds, as applicable, shall agree to additional appropriate Milestones in respect of such process.

Section 5. *Commitments of the Consenting Stakeholders.*

5.01. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Stakeholder severally and not jointly, agrees, in respect of all of its Company Claims/Interests (where applicable), to:

(i) support the Restructuring Transactions on the terms and subject to the conditions of this Agreement and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions subject to finalization of the Definitive Documents in accordance with the terms of this Agreement;

(ii) without creating any obligation to incur any material out-of-pocket costs (except to the extent such costs are reimbursable Restructuring Expenses for which the Company has delivered prior written confirmation of such reimbursement) or provide anything in the nature of an indemnity, use commercially reasonable efforts to cooperate with and assist the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders that, in the case of the Consenting Bridge Lenders and the Consenting First Lien Secured Creditors, such Consenting Bridge Lenders and Consenting First Lien Secured Creditor determine are necessary or appropriate;

(iii) without creating any obligation to incur any material out-of-pocket costs (except to the extent such costs are reimbursable Restructuring Expenses for which the Company has delivered prior written confirmation of such reimbursement) or provide anything in the nature of an indemnity, use commercially reasonable efforts to oppose any party or Person from taking any actions contemplated in Section 5.02(b);

(iv) without creating any obligation to incur any material out-of-pocket costs (except to the extent such costs are reimbursable Restructuring Expenses for which the Company has delivered prior written confirmation of such reimbursement) or provide anything in the nature of an indemnity or expanding the indemnities under the existing financing documents, use commercially reasonable efforts to give any notice, order, instruction, or direction to the applicable Agents/Trustees necessary to give effect to the Restructuring Transactions;

(v) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party;

(vi) in the case of the SVP Funds, not (A) pledge, encumber, assign, sell, or otherwise transfer, offer, or contract to pledge, encumber, assign, sell, or otherwise transfer, in whole or in part, directly or indirectly, any portion of its right, title, or interests in any of its shares, stock, or other Interests in any Company Party or any subsidiary thereof, or (B) make any worthless stock deduction for any tax year ending on or prior to the Plan Effective Date, in the case of each of (A) and (B), to the extent such pledge, encumbrance, assignment, sale, acquisition, declaration of worthlessness or other transaction or event may impair or adversely affect any of the tax attributes of the Company Parties or any of their subsidiaries (including under section 108 or 382 of the Internal Revenue Code of 1986 (as amended));

(vii) in the case of the SVP Funds, without creating any obligation to incur any material out-of-pocket costs (except to the extent such costs are reimbursable Restructuring Expenses for which the Company has delivered prior written confirmation of such reimbursement), cooperate with the Company Parties regarding any (A) tax analysis concerning the Company Parties or the Restructuring Transactions (including providing the Company Parties with reasonable access to any of the SVP Funds' tax advisors and promptly responding, and using commercially reasonable efforts to cause the SVP Funds' tax advisors to promptly respond, to the Company Parties' tax-related diligence requests, subject to payment of such advisors' fees) and (B) corporate action of KH1, Kleopatra Intermediate Holdings, and Chongoni Rock S.à r.l., to the extent such corporate action does not cause any adverse tax consequences for the SVP Funds (as determined by the Company Parties and the SVP Funds, each acting reasonably) (which shall at the Company Parties' request include, for the avoidance of doubt, causing all or some of Kleopatra Holdings 1 S.C.A., Kleopatra Intermediate Holdings, and Chongoni Rock S.à r.l. to participate in the Restructuring Transactions as specified by the Company Parties); and

(viii) not seriously demand payment (*Erklärung des nicht ernsthaften Einforderns*) or institute any lawsuit with regard to all claims pertaining to principal, amortisation payments, interest, fees, premiums, commissions or other outstanding amounts falling due in respect of any obligations for which such Consenting Stakeholder has agreed to forbear in accordance with the terms of the Forbearance Agreement.

(b) During the Agreement Effective Period, each Consenting Stakeholder severally, and not jointly, agrees, in respect of all of its Company Claims/Interests (where applicable), that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) propose, file, support, or vote for any Alternative Restructuring Proposal;

(iii) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan;

(iv) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Restructuring Transactions contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(v) exercise, or direct any other Person to exercise, any right or remedy for the enforcement, collection, or recovery of any of Claims against or Interests in the Company Parties, in each case, except as contemplated by and in accordance with this Agreement, the Definitive Documents, or as otherwise agreed in writing to be necessary to the implementation of the Restructuring Transactions by the Company Parties and the applicable Consenting Stakeholders; or

(vi) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code; *provided* that nothing in this Agreement shall limit the right of any Party to exercise any right or remedy provided under this Agreement, the DIP Documents, the Confirmation Order, or any other Definitive Documents;

(vii) object to the approval of retention applications of the Company Parties' Advisors or otherwise seek to hinder the Company Parties' payment of the reasonable and documented fees and expenses of the Company Parties' Advisors; and

(viii) in the case of the SVP Funds, without creating any obligation to incur any material out-of-pocket costs (except to the extent such costs are reimbursable Restructuring Expenses for which the Company has delivered prior written confirmation of such reimbursement), prevent any Company Party from complying with its obligations under this Agreement, and each of the Definitive Documents.

5.02. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan (pursuant to its terms), severally, and not jointly, agrees that it shall, subject to receipt by such Consenting Stakeholder, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(i) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases, or, to the extent it is permitted to elect whether to opt in to the releases set forth in the Plan, elect to opt in to the releases, in each case by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (i) and (ii) above,

other than in connection with the termination of this Agreement as to such Consenting Stakeholder pursuant to Section 13.

(b) During the Agreement Effective Period, each Consenting Stakeholder, in respect of each of its Company Claims/Interests, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement.

(c) Without creating any obligation to incur any material out-of-pocket costs (except to the extent such costs are reimbursable Restructuring Expenses for which the Company has delivered prior written confirmation of such reimbursement), during the Agreement Effective Period, the SVP Funds (and any other Consenting Stakeholder that holds outstanding Interests in the Company Parties), severally, and not jointly or jointly and severally, agrees to take all necessary actions to cancel, extinguish, and/or modify such outstanding Interests in accordance with the Restructuring Transactions and/or Plan.

(d) Consenting Stakeholders shall take, or refrain from taking, as applicable, analogous actions in respect of their Claims and Interests as set forth in Sections 5.01(a) through 5.01(c) in any applicable Foreign Implementation Process.

(e) Each Consenting Stakeholder that is a Commitment Party will purchase its allocated loans or bonds under the DIP Facility by assignment from Jefferies Capital Services, LLC, as the fronting lender; *provided* that, the consent of the Supermajority Consenting First Lien Creditors shall be required for any adverse changes to the economic terms of the DIP Facility.

Section 6. *Additional Provisions Regarding the Consenting Stakeholders' Commitments.*

Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee); (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; (c) prevent any Consenting Stakeholder from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; (d) limit the rights of a Consenting Stakeholder to appear and be heard in the Chapter 11 Cases, including appearing as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases, so long as the exercise of any such right is not inconsistent with such Consenting Stakeholder's obligations hereunder; (e) limit the ability of a Consenting Stakeholder to purchase, sell, or enter into any transactions regarding the Company Claims/Interests, subject to Section 9; (f) constitute a waiver or amendment of any term or provision of any intercreditor agreement; (g) constitute a termination or release of any liens on, or security interests in, any of the assets or properties of the Company Parties that secure the obligations under the Prepetition Facilities; (h) require any Consenting Stakeholder to incur, assume, become liable in respect of, or suffer to exist any expenses, liabilities, or other obligations, or agree to or become bound by any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to such Consenting Stakeholder except as provided for in this Agreement; (i) prevent a Consenting Stakeholder from taking any action that is required to comply with applicable Law; (j) prohibit any Consenting

Stakeholder from taking any action that is not inconsistent with this Agreement or the Restructuring Transactions; (k) obligate a Consenting Stakeholder to deliver a vote to support the Plan (or any other Restructuring Transactions) or prohibit a Consenting Stakeholder from withdrawing such vote, in each case, from and after the termination of this Agreement as to such Consenting Stakeholder on the Termination Date (other than a Termination Date as a result of the occurrence of the Plan Effective Date); *provided* that upon the withdrawal of any such vote after the termination of this Agreement as to such Consenting Stakeholder on the Termination Date (other than a Termination Date as a result of the occurrence of the Plan Effective Date), such vote shall be deemed void *ab initio* and such Consenting Stakeholder shall have the opportunity to change its vote; (l) prevent the SVP Funds from enforcing the Side Letter or asserting whether any matter, fact, or thing is a breach of, or is inconsistent with, the Side Letter; or (m) require any Consenting Stakeholder to take any action which is prohibited by applicable Law or to waive or forego the benefit of any applicable legal professional privilege.

Section 7. *Commitments of the Company Parties.*

7.01. Affirmative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, the Company Parties agree to:

(a) support and take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with the terms, conditions and applicable deadlines set forth in this Agreement;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, take all steps reasonably necessary as determined with the reasonable consent of the Required Consenting Senior Creditors, and to the extent of the SVP Funds' Consent Right and the CastleKnight Funds' Consent Right, the SVP Funds and the CastleKnight Funds, as applicable, to address any such impediment;

(c) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring Transactions in consultation with the Required Consenting Stakeholders;

(d) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(e) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders and cooperate with the Consenting Stakeholders in respect thereto;

(f) cooperate in good faith and coordinate with the Ad Hoc Group and the SVP Funds to structure and implement the Restructuring Transactions in a tax-efficient manner that is reasonably acceptable to the Required Consenting Senior Creditors, the Company Parties, and the SVP Funds to the extent of the SVP Funds' Consent Right;

(g) continue ordinary course practices to maintain their good standing under the Laws of the state or other jurisdiction in which they are incorporated or organized (to the extent such concept is relevant in the relevant state or jurisdiction);

(h) except as otherwise expressly set forth in this Agreement, operate their businesses and operations in the ordinary course in a manner that is consistent with this Agreement, and use commercially reasonable efforts to preserve intact the Company Parties' business organization and relationships with third parties (including, without limitation, suppliers, customers, and governmental and regulatory authorities and employees), except to the extent that any failure to maintain such Company Party's good standing arises solely from the filing of the Chapter 11 Cases;

(i) to the extent reasonably practicable, provide counsel to the Ad Hoc Group, the SVP Funds' Advisors, and the CastleKnight Funds' Advisors an opportunity to review and provide comments on draft copies of all Definitive Documents (including, but not limited to, all material motions or pleadings, any drafts or proposed amended versions of the Plan and Disclosure Statement, and First Day Pleadings) at least three (3) calendar days (or such shorter period as is practicable under the circumstances) prior to the date when the Company Parties intend to file such Definitive Document with the Bankruptcy Court;

(j) promptly inform the Consenting Stakeholders in writing (email being sufficient) as soon as reasonably practicable after becoming aware (and in any event within one (1) Business Day after becoming so aware) of: (i) any event or circumstance that has occurred that would permit any Party to terminate or that would result in the termination of, this Agreement; (ii) any matter or circumstance that is a material impediment to the implementation or consummation of the Restructuring Transactions; (iii) the threat or commencement of any insolvency proceeding, material lawsuit, investigation, hearing, or enforcement action from or by any person or entity in respect of any Company Party; or (iv) a breach of this Agreement by any Party;

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

(l) to the extent applicable, oppose and, if necessary, timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances for a plan of reorganization, as applicable;

(m) from the Agreement Effective Date through and including the Plan Effective Date, promptly pay in full and in cash all Restructuring Expenses when properly incurred and invoiced in accordance with the relevant engagement letters and/or fee arrangements, and continue to pay such amounts as they come due, and otherwise in accordance with the applicable engagement letters and/or fee arrangements of the Ad Hoc Group Advisors, the SVP Funds' Advisors, and the CastleKnight Funds' Advisors (and not terminate such engagement letters and/or fee arrangements or seek to reject them in the Chapter 11 Cases); *provided* (i) that all accrued and unpaid

Restructuring Expenses as of the Plan Effective Date including any reasonable estimate of such Restructuring Expenses, shall be paid by the Company Parties on or before the Plan Effective Date and (ii) that if the Company Parties terminate this Agreement, the Company Parties shall remain obligated to pay all Restructuring Expenses of any non-breaching Party accrued and unpaid as of such Termination Date; *provided, further*, that the obligations under this Section 7.01(m) shall be subject in all respects to the caps set forth in the definition of “Restructuring Expenses”;

(n) actively and timely oppose and object to the efforts of any person seeking in any manner to (i) object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions (including, if applicable, the Debtors’ timely filing of objections or written responses in the Chapter 11 Cases) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Restructuring Transactions or (ii) challenge (A) the amount, validity, allowance, character, enforceability, or priority of any Company Claims/Interests of any of the Consenting Stakeholders, or (B) the validity, enforceability, or perfection of any lien or other encumbrance securing (or purporting to secure) of any Company Claims/Interests of any of the Consenting Stakeholders;

(o) maintain the engagement of the Restructuring Expert as provider of the Restructuring Opinion (unless replaced by another provider satisfactory to the Steering Committee), support the Restructuring Expert in preparing the Restructuring Opinion and instruct the Restructuring Expert (i) to cooperate with the Ad Hoc Group Advisors and the SVP Funds’ Advisors in light of any comments or questions the Ad Hoc Group Advisors or the SVP Funds’ Advisors may reasonably have on the draft Restructuring Opinion, and (ii) to promptly inform Kleopatra Finco if and as soon as the Restructuring Expert finds that (A) any German Entity is not capable of being restructured, or (B) any German Entity is no longer expected to be fully financed (*durchfinanziert*) throughout the Agreement Effective Period;

(p) promptly after becoming aware of the same, notify the Ad Hoc Group Advisors, the SVP Funds’ Advisors, and the CastleKnight Funds’ Advisors in case the Restructuring Expert informed a Company Party or a Company Party finds that (i) any German Entity is not capable of being restructured, or (ii) any German Entity is no longer expected to be fully financed (*durchfinanziert*) throughout the Agreement Effective Period;

(q) take all steps reasonable and desirable to consummate and give effect to the Restructuring Transactions in foreign jurisdictions, including but not limited to any corporate actions and parallel proceedings in Luxembourg, taking into account the practical risk of collection, foreclosure, and/or any other remedies in the absence of such actions;

(r) provide reasonably timely responses to all reasonable diligence requests sent to the Company Parties by and through the (i) Ad Hoc Group Advisors, (ii) the SVP Funds’ Advisors, and (iii) the CastleKnight Funds’ Advisors, in each case, on a continuing and rolling basis during the Agreement Effective Period; and

(s) to the extent applicable, take, or refrain from taking, as applicable, analogous actions as set forth in Sections 7(a) through 7(r) in any applicable Foreign Implementation Process.

7.02. Negative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) (i) execute, deliver, and/or file with the Bankruptcy Court any agreement, instrument, motion, pleading, order, form, or other document that is to be utilized to implement or effectuate, or that otherwise relates to, this Agreement, the Plan, and/or the Restructuring Transactions that, in whole or in part, is materially inconsistent with this Agreement (including the Restructuring Term Sheet), or if applicable, file any pleading with the Bankruptcy Court seeking authorization to accomplish or effect any of the foregoing; or (ii) waive, amend, or modify any of the Definitive Documents, or, if applicable, file with the Bankruptcy Court a pleading seeking to waive, amend, or modify any term or condition of any of the Definitive Documents, which waiver, amendment, modification, or filing contains any provision that is materially inconsistent with this Agreement (including the Restructuring Term Sheet);

(b) solicit, participate in, negotiate, propose, support, vote for, consummate, enter into a binding agreement to consummate, or take any other action to consummate any Alternative Restructuring Proposal prior to the consummation of the Restructuring Transactions, except as permitted by Section 8 or the Restructuring Term Sheet;

(c) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(d) take any action (including the filing of any motion, pleading, document or other filing, or making any amendment, modification or other change to any Definitive Document) that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation and consummation of the Restructuring Transactions described in this Agreement or the Plan;

(e) seek to enter into, amend, modify, or file the Definitive Documents, in whole or part, in a manner that is not consistent with this Agreement in all material respects;

(f) commence any proceeding or other action that challenges the (i) amount, validity, allowance, character, enforceability, or priority of any Company Claims/Interests of any of the Consenting Stakeholders or (ii) the validity, enforceability, or perfection of any lien or other encumbrance securing (or purporting to secure) of any Company Claims/Interests of any of the Consenting Stakeholders, or support any person in connection with any of the acts described the foregoing clauses (i) and (ii);

(g) amend or change, or propose to amend or change, any of their respective existing organizational documents without the prior written consent of the Required Consenting Senior Creditors, and to the extent of the SVP Funds' Consent Right, the SVP Funds (in each case, not to be unreasonably withheld);

(h) (i) authorize, create, issue, sell, or grant any additional Interests, or reclassify, recapitalize, redeem, purchase, acquire, declare any distribution on or (ii) make any distribution on any Interests, in each case without the prior written consent of the Required Consenting Stakeholders (not to be unreasonably withheld);

(i) except in accordance with the Restructuring Transactions or in the ordinary course of business and consistent with past practice, incur any indebtedness or guarantee any indebtedness of another entity involving amounts greater than \$1,000,000.00 in principal amount in the aggregate across all such transactions without the prior written consent of the Required Consenting Stakeholders (in each case, not to be unreasonably withheld);

(j) sell any assets (including, without limitation, any intellectual property) in a transaction or a series of transaction outside of the ordinary course of business, in good faith and for a bona fide business purpose, without the prior written consent of the Required Consenting Senior Creditors (not to be unreasonably withheld); *provided* that a sale of all or a material portion of the Company Parties' assets shall also require the consent of the SVP Funds and the CastleKnight Funds to the extent of the SVP Funds' Consent Right and the CastleKnight Funds' Consent Right, as applicable;

(k) except in the ordinary course of business and consistent with past practice, terminate or release (i) any obligors or guarantors of their obligations under the Prepetition Facilities or (ii) any of the liens on, security interests in, or guarantees of any of the assets of the Company Parties that secure the obligations under the Prepetition Facilities, in each case without the prior written consent of the Required Consenting Stakeholders (not to be unreasonably withheld);

(l) assume, reject, or terminate any material contract (including any material executory contracts and unexpired leases) without the prior written consent of the Required Consenting Senior Creditors (not to be unreasonably withheld); or

(m) to the extent applicable, take any analogous actions as set forth in Sections 7.02(a) through 7.02(l) in any applicable Foreign Implementation Process;

Section 8. *Additional Provisions Regarding Company Parties' Commitments.*

8.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar Governing Body of a Company Party, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 8.01 shall not be deemed to constitute a breach of this Agreement; *provided* that notwithstanding anything to the contrary herein, each Consenting Stakeholder reserves its rights to challenge any action taken by the Company Parties in reliance on this Section 8.01. This Section 8.01 shall not impede each Consenting Stakeholders' right to terminate this Agreement pursuant to Section 13.

8.02. Notwithstanding anything to the contrary in this Agreement (but subject to Section 8.01), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider, respond to, and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue

discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against or Interests in a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions (the items set forth in this Section 8.02, the “**Permitted Actions**”).

8.03. The Company Parties shall (x) provide counsel to the Consenting Stakeholders, on a professional-eyes-only basis, a copy of any written Alternative Restructuring Proposal (and notice and a description of any oral Alternative Restructuring Proposal) within one (1) Business Day of the Company Parties’ or their advisors’ receipt of such Alternative Restructuring Proposal and (y) promptly provide such information to the Consenting Stakeholders’ respective counsel regarding such discussions or any actions or inaction pursuant to Section 8.02 (including copies of any materials provided to or provided by the Company Parties with respect to the applicable Alternative Restructuring Proposal) as necessary to keep counsel to the Consenting Stakeholders reasonably contemporaneously informed as to the status and substance of the foregoing.

8.04. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

8.05. In the event that, whether as a result of any Permitted Action or otherwise, any Company Party has determined to pursue any Alternative Restructuring Proposal, the Company Parties shall provide notice of such determination (such notice, an “**Alternative Restructuring Engagement Notice**”) within 24 hours after such determination to the counsel to Consenting Stakeholders.

Section 9. *Transfer of Interests and Securities.*

9.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless:

(a) the authorized transferee is either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S. person (as defined under Regulation S) in an offshore transaction outside the United States in reliance on Regulation S (and if such transferee is a resident or located in a member state of the European Economic Area (the “**EEA**”) or in the United Kingdom, they are not a retail investor), (3) an institutional accredited investor (as defined in the Rules), or (4) a Consenting Stakeholder. If the transferee is a resident of or located in a member state of the EEA, the expression “retail investor” means a person who is one (or more) of the following: (1) a “retail client” as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**EU MiFID II**”), (2) a customer within the meaning of Directive 2016/97/EU (as amended), where that customer would not qualify as a professional client as defined in point (10)

of Article 4(1) of EU MiFID II, or (3) not a qualified investor as defined in Article 2(e) of Regulation (EU) 2017/1129 (as amended). If the transferee is a resident of or located in the United Kingdom, the expression “retail investor” means a person who is one (or more) of the following: (1) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of assimilated law by virtue of the European Union (Withdrawal) Act 2018 (as amended, and together with any statutory instruments made in exercise of the powers conferred by such Act, the “EUWA”), (2) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, “FSMA”) and any rules or regulations made under FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of assimilated law by virtue of the EUWA, or (3) not a qualified investor as defined in Article 2(e) of Regulation (EU) 2017/1129 as it forms part of assimilated law by virtue of the EUWA; and

(b) either (i) the transferee executes and delivers to counsel to the Company Parties and the Ad Hoc Group at or before the time of the proposed Transfer, a Transfer Agreement, except where the transferee is an Affiliate or a Related Fund of a Consenting Stakeholder, in which case such transferee shall execute and deliver to counsel to the Company Parties, within two (2) Business Days of such Transfer, a Transfer Agreement, (ii) the transfer is to a Qualified Marketmaker in accordance with Section 9.05, or (iii) the transferee is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties and the Ad Hoc Group within five (5) Business Days after the proposed Transfer.

9.02. Upon compliance with the requirements of Section 9.01, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such Transferred Company Claims/Interests. If a transfer is made in violation of this Section 9, because the applicable transferee is not or does not become a party hereto, such party will nonetheless be deemed bound by the provisions hereof until the termination of this Agreement.

9.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests; *provided, however*, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties and the Ad Hoc Group within five (5) Business Days of such acquisition.

9.04. This Section 9 shall not impose any obligation on any Company Party to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party 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 otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding Section 9.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an Entity that is not an affiliate, affiliated fund, or affiliated Entity with a common investment advisor; and (ii) the Transfer otherwise is a permitted Transfer under Section 9.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee.

9.06. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 10. *Representations and Warranties of Consenting Stakeholders.* Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement and as of the Plan Effective Date:

(a) it is the beneficial or record owner, whether held directly or indirectly (which shall be deemed to include any unsettled trades and subparticipations), of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for holders of the Company Claims/Interests (held directly or indirectly) reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests other than those reflected in, such Consenting Stakeholder's signature page to this Agreement, Joinder, or a Transfer Agreement, as applicable (as may be updated pursuant to Section 9);

(b) it has the full power and authority to act on behalf of, vote and consent to (or the power to direct those actions) matters concerning, such Company Claims/Interests;

(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 disposition, 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) it has the full power to vote, approve changes to, and transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law; and

(e) solely with respect to holders of Company Claims/Interests, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S) (and if such transferee is a resident in a member state of the EEA or in the United Kingdom, they are not a retail investor as defined in Section 9.01(a)), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Stakeholder in connection with the Restructuring Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act;

Section 11. *Representations and Warranties of Company Parties.* Each Company Party represents and warrants that, as of the date such Company Party executes and delivers this Agreement:

(a) entry into this Agreement is consistent with the exercise of its Governing Body's fiduciary duties;

(b) to the best of its knowledge having made all reasonable inquiries, no order has been made, petition presented, or resolution passed for the winding up of or appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, or other similar officer in respect of it or any other Company Party or affiliate or subsidiary of any Company Party, and no analogous procedure has been commenced in any jurisdiction;

(c) within the 120 days preceding the execution of this Agreement, no Company Party has made any dividend, distribution, or other payment (other than ordinary course expense reimbursement) to the SVP Funds or any other holder of Interests or any of their respective Affiliates on account of its equity;

(d) except as expressly provided for in this Agreement, it has not entered into any arrangement regarding the treatment, settlement, compromise, or alteration of any Company Claims/Interests (including with any individual creditor thereunder, irrespective of whether it is or is to become a Consenting Stakeholder) on terms that are not reflected in the Restructuring Term Sheet; and

(e) notwithstanding its entry into this Agreement, each of the security interests securing the Claims of the Consenting Stakeholders, as applicable, remains legal, valid, binding, and enforceable and in full force and effect as of the Agreement Effective Date.

Section 12. *Mutual Representations, Warranties, and Covenants.* Each of the Parties, severally, and not jointly, represents, warrants, and covenants to each other Party, as of the date such Party executes and delivers this Agreement and as of the Plan Effective Date:

(a) it is validly existing and in good standing under the Laws of the state or jurisdiction of its organization (to the extent such concept is applicable in the relevant state or jurisdiction), 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;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other Person or Entity in order for it to effectuate the

Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements (related to the Company and the Company Claims/Interests) with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement; and

(f) except as expressly provided by this Agreement, it is not party to any agreement restricting its ability to purchase or sell any Company Claims/Interests other than the Cooperation Agreement.

Section 13. *Termination Events.*

13.01. Consenting Senior Creditor Termination Events. This Agreement may be terminated (a) with respect to the Consenting First Lien Secured Creditors, by the Required Consenting First Lien Secured Creditors and (b) with respect to the Consenting Bridge Lenders, by the Required Consenting Bridge Lenders, in each case, by the delivery to the Company Parties of a written notice in accordance with Section 15.10 upon the occurrence of any of the following events:

(a) the breach in any material respect by a Company Party, the SVP Funds, or the CastleKnight Funds of any of the representations, warranties, or covenants of such Parties set forth in this Agreement that (i) is adverse to the Consenting First Lien Secured Creditors and/or Consenting Bridge Lenders seeking termination pursuant to this provision and (ii) remains uncured for eight (8) Business Days after such terminating Consenting Stakeholders transmit a written notice in accordance with Section 15.10 detailing any such breach;

(b) any Company Party (i) publicly announces, or announces in writing, to any of the Consenting Stakeholders or other holders of Company Claims/Interests (including but not limited to Section 8) its intention not to support or pursue the Restructuring Transactions, (ii) delivers (or is required to deliver) an Alternative Restructuring Engagement Notice, or (iii) breaches any of the covenants, agreements, or obligations herein in respect of an Alternative Restructuring Engagement Notice or Alternative Restructuring Proposal;

(c) the board of directors, board of managers, or such similar Governing Body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or

applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(d) the failure to meet a Milestone, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay on the part of a terminating Consenting First Lien Secured Creditor or Consenting Bridge Lender, as applicable, in material violation of its obligations under this Agreement;

(e) (i) a Company Party files or directly or indirectly supports another party in filing any motion, application, or adversary proceeding challenging the validity, enforceability, perfection, character, or priority of, or seeking avoidance or subordination of any Claims of the Consenting Stakeholders arising under any of the Prepetition Facilities; *provided* that this termination right does not apply to the Company Parties' efforts to comply with, or reply to, any validly served discovery requests, court order, or applicable Law, or (ii) entry of an order by any court (including the Bankruptcy Court) sustaining any such challenge;

(f) any Company Party files any motion or pleading with the Bankruptcy Court that is materially inconsistent with this Agreement and such motion or pleading has not been withdrawn within two (2) Business Days of receipt by the Company Parties of written notice from the party that such motion or pleading is inconsistent with this Agreement;

(g) any Company Party loses the exclusive right to file a chapter 11 plan or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code;

(h) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any material asset of the Company Parties and such order materially and adversely affects any Company Party's ability to operate its business in the ordinary course or to consummate the Restructuring Transactions;

(i) any of the DIP Orders are reversed, stayed, dismissed, vacated, reconsidered, modified or amended without the consent of the Required Consenting Senior Creditors;

(j) any Definitive Document is amended, waived, or modified in any manner that is materially inconsistent with the terms of this Agreement and without the consent of the Required Consenting Senior Creditors;

(k) occurrence of any "Event of Default" under (and as defined in) the DIP Orders or the DIP Documents that has not been cured (if susceptible to cure) or waived in accordance with the applicable DIP Document or the Company Parties fail to provide any adequate protection provided to the existing creditors under the DIP Orders;

(l) a Company Party files a motion or application seeking an order (without the prior written consent of the Required Consenting Senior Creditors, not to be unreasonably withheld) vacating or modifying the DIP Orders;

(m) the Bankruptcy Court enters any order authorizing the use of postpetition financing or cash or other collateral that is not in the form of the DIP Orders or otherwise acceptable to the Required Consenting Senior Creditors;

(n) any Company Party files any motion or application seeking authority to sell any material assets without the prior written consent of the Required Consenting Senior Creditors (not to be unreasonably withheld), except as set forth in the Restructuring Term Sheet;

(o) the Bankruptcy Court enters an order invalidating, disallowing, subordinating, recharacterizing, or limiting, as applicable, any of the Company Claims/Interests of the Consenting First Lien Secured Creditors and/or Consenting Bridge Lenders in a manner inconsistent with this Agreement;

(p) any Company Party (i) files, amends or modifies, or files a pleading seeking approval of any Definitive Document or authority to amend or modify any Definitive Document in a manner that is inconsistent with or not permitted by this Agreement without the prior written consent of the Required Consenting Senior Creditors (not to be unreasonably withheld), (ii) revokes the Restructuring Transactions without the prior consent of the Required Consenting Senior Creditors (not to be unreasonably withheld), including the withdrawal of the Plan, as applicable, or support therefor, or (iii) publicly announces its intention to take any such acts listed in the foregoing clauses (i) or (ii) or is otherwise inconsistent with the consent rights afforded such Parties under this Agreement;

(q) the occurrence of an Insolvency Event (as defined in the Forbearance Agreement) in respect of any Company Party (other than (i) any Chapter 11 Case, (ii) any Foreign Implementation Process in accordance with Section 3.04, (iii) any such circumstances occurring at the instigation of, or on the application of, any Consenting Stakeholder in breach of this Agreement, or (iv) any proceedings which the Required Consenting Senior Creditors (acting reasonably) consider will be withdrawn before it is heard, will be unsuccessful or will not be prejudicial to the rights of the forbearing Consenting First Lien Secured Creditors under the Debt Documents (as defined in the Forbearance Agreement));

(r) the Restructuring Expert permanently ceases to work on the Restructuring Opinion, unless he or she has been replaced by another Restructuring Expert satisfactory to the Required Consenting Senior Creditors within a five-Business-Day grace period after the Restructuring Expert's cessation of work;

(s) a Company Party informs the Ad Hoc Group Advisors that (i) any German Entity is not capable of being restructured, or (ii) any German Entity is no longer expected to be fully financed (*durchfinanziert*) throughout the Agreement Effective Period;

(t) without the prior written consent of the Required Consenting Senior Creditors, a Company Party pays or grants adequate protection that is senior to or *pari passu* with the Required Consenting Senior Creditors' Company Claims/Interests;

(u) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for

thirty (30) Business Days after such terminating Consenting Senior Creditor transmits a written notice in accordance with Section 15.10 detailing any such issuance; *provided*, that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(v) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders, not to be unreasonably withheld), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing any of the Chapter 11 Cases, or (iv) rejecting this Agreement;

(w) except in accordance with Section 3, any Company Party (i) commences a voluntary case under chapter 11 of the Bankruptcy Code or a Foreign Implementation Process other than as provided for under this Agreement, (ii) consents to the appointment of, or taking possession by, a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or similar official) of any Company Party or the property or assets of any Company Party, (iii) makes any general assignment for the benefit of its creditors, or (iv) is subject to an involuntary case against any Company Party or the filing of an involuntary petition or application seeking bankruptcy, insolvency, winding up, dissolution, liquidation, administration, moratorium, reorganization, corporate reorganization, any stay of enforcement and/or proceedings, or other relief in respect of any Company Party, or their debts, or of a substantial part of their assets, under any federal, state, provincial, or other foreign bankruptcy, insolvency, corporate restructuring, administrative receivership, or similar law now or hereafter in effect (provided that such involuntary proceeding is not dismissed within a period of thirty (30) days after the filing thereof) or if any court grants the relief sought in such involuntary proceeding;²

(x) failure of the Company Parties to pay such terminating Consenting First Lien Secured Creditors' or Consenting Bridge Lenders' Restructuring Expenses, as and when required under this Agreement;

(y) the Bankruptcy Court grants relief, in each case, that is materially and adversely (as to the terminating party) inconsistent with this Agreement (in each case, as applicable, and with such amendments and modifications as have been effected in accordance with the terms hereof), unless the order granting such relief has been stayed, modified, or reversed within fourteen (14) Business Days after such terminating party delivers a written notice in accordance with Section 15.10;

(z) termination of this Agreement pursuant to Section 13.04; or

² For the avoidance of doubt, the Company Parties (including any foreign or domestic subsidiaries or Affiliates, whether or not such Entities are Filing Entities or signatories to this Agreement) shall not voluntarily commence any corporate action or case, or file any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect, in each case without the prior written consent of the Required Consenting Senior Creditors.

(aa) the Bankruptcy Court enters an order denying confirmation of the Plan or states clearly and unequivocally on the record at a hearing that it is denying approval of or will not approve the Plan.

13.02. SVP Funds' Termination Events. This Agreement may be terminated, with respect and solely as to the SVP Funds, by the SVP Funds' delivery to the Company Parties of a written notice in accordance with Section 15.10 upon the occurrence of any of the following events:

(a) the breach in any material respect by a Company Party or Consenting Senior Creditor, of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that (i) is materially and disproportionately adverse to the SVP Funds seeking termination pursuant to this provision and (ii) remains uncured for eight (8) Business Days after the SVP Funds transmit a written notice in accordance with Section 15.10 detailing any such breach;

(b) any Company Party (i) publicly announces, or announces in writing, to any of the Consenting Stakeholders or other holders of Company Claims/Interests (including but not limited to Section 8) its intention not to support or pursue the Restructuring Transactions, (ii) delivers (or is required to deliver) an Alternative Restructuring Engagement Notice, or (iii) breaches any of the covenants, agreements, or obligations herein in respect of an Alternative Restructuring Engagement Notice or Alternative Restructuring Proposal;

(c) the board of directors, board of managers, or such similar Governing Body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(d) the failure to meet a Milestone, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay on the part of the SVP Funds in material violation of their obligations under this Agreement;

(e) (i) a Company Party files or directly supports another party in filing any motion, application, or adversary proceeding challenging the validity, enforceability, perfection, character, or priority of, or seeking avoidance or subordination of any Claims of the SVP Funds arising under any of the Prepetition Facilities; *provided* that this termination right does not apply to the Company Parties' efforts to comply with, or reply to, any validly served discovery requests, court order, or applicable Law, or (ii) entry of an order by any court (including the Bankruptcy Court) sustaining any such challenge;

(f) the DIP Obligations are accelerated pursuant to the terms of the DIP Documents;

(g) the Bankruptcy Court enters an order invalidating, disallowing, subordinating, recharacterizing, or limiting, as applicable, any of the Company Claims/Interests of the SVP Funds in a manner inconsistent with this Agreement;

(h) any Company Party (i) files, amends or modifies, or files a pleading seeking approval of any Definitive Document or authority to amend or modify any Definitive Document

in a manner that is inconsistent with the SVP Funds' Consent Right without the prior written consent of the SVP Funds (not to be unreasonably withheld), or (ii) publicly announces its intention to take any such acts listed in the foregoing clause (i) and such SVP Funds' Consent Right is not observed within five (5) Business Days after notice from the SVP Funds;

(i) the Bankruptcy Court enters an order disallowing any material provision of the Plan subject to the SVP Funds' Consent Right (without the consent of the SVP Funds);

(j) the Company Parties' entry into, implementation, modification, amendment, or filing of, or making publicly available, any of the Definitive Documents that is inconsistent with the SVP Funds' Consent Right under this Agreement;

(k) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders, not to be unreasonably withheld), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing any of the Chapter 11 Cases, or (iv) rejecting this Agreement;

(l) the Bankruptcy Court grants relief, in each case, that is materially and adversely (as to the SVP Funds) inconsistent with this Agreement (in each case, as applicable, and with such amendments and modifications as have been effected in accordance with the terms hereof), unless the order granting such relief has been stayed, modified, or reversed within fourteen (14) Business Days after such terminating party delivers a written notice in accordance with Section 15.10 hereof;

(m) failure of the Company Parties to pay such terminating SVP Funds' Restructuring Expenses, as, to the extent, and when required under this Agreement;

(n) termination of this Agreement pursuant to Sections 13.01, 13.03, or 13.05;

(o) the Bankruptcy Court enters an order denying confirmation of the Plan or states clearly and unequivocally on the record at a hearing that it is denying approval of or will not approve the Plan; or

(p) the Plan Effective Date has not occurred on or prior to the date that is two hundred ten (210) days after the Petition Date.

13.03. CastleKnight Funds' Termination Events. This Agreement may be terminated, with respect and solely as to the CastleKnight Funds, by the CastleKnight Funds' delivery to the Company Parties of a written notice in accordance with Section 15.10 upon the occurrence of any of the following events:

(a) the breach in any material respect by a Company Party or Consenting Senior Creditor of any of their respective representations, warranties, or covenants set forth in this Agreement that (i) is materially and disproportionately adverse to the CastleKnight Funds seeking termination pursuant to this provision and (ii) remains uncured for eight (8) Business Days after

the CastleKnight Funds transmit a written notice in accordance with Section 15.10 detailing any such breach;

(b) any Company Party (i) publicly announces, or announces in writing, to any of the Consenting Stakeholders or other holders of Company Claims/Interests (including but not limited to Section 8) its intention not to support or pursue the Restructuring Transactions, (ii) delivers (or is required to deliver) an Alternative Restructuring Engagement Notice, or (iii) breaches any of the covenants, agreements, or obligations herein in respect of an Alternative Restructuring Engagement Notice or Alternative Restructuring Proposal;

(c) the board of directors, board of managers, or such similar Governing Body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(d) the failure to meet a Milestone, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay on the part of the CastleKnight Funds in material violation of their obligations under this Agreement;

(e) (i) a Company Party files or directly supports another party in filing any motion, application, or adversary proceeding challenging the validity, enforceability, perfection, character, or priority of, or seeking avoidance or subordination of any Claims of the CastleKnight Funds arising under any of the Prepetition Facilities; *provided* that this termination right does not apply to the Company Parties' efforts to comply with, or reply to, any validly served discovery requests, court order, or applicable Law, or (ii) entry of an order by any court (including the Bankruptcy Court) sustaining any such challenge;

(f) the DIP Obligations are accelerated pursuant to the terms of the DIP Documents;

(g) the Bankruptcy Court enters an order invalidating, disallowing, subordinating, recharacterizing, or limiting, as applicable, any of the Company Claims/Interests of the CastleKnight Funds in a manner inconsistent with this Agreement;

(h) any Company Party (i) files, amends or modifies, or files a pleading seeking approval of any Definitive Document or authority to amend or modify any Definitive Document in a manner that is inconsistent with the CastleKnight Funds' Consent Right without the prior written consent of the CastleKnight Funds (not to be unreasonably withheld), or (ii) publicly announces its intention to take any such acts listed in the foregoing clause (i) and such CastleKnight Funds' Consent Right is not observed within five (5) Business Days after notice from the CastleKnight Funds;

(i) the Bankruptcy Court enters an order disallowing any material provision of the Plan subject to the CastleKnight Funds' Consent Right (without the consent of the CastleKnight Funds);

(j) the Company Parties' entry into, implementation, modification, amendment, or filing of, or making publicly available, any of the Definitive Documents that is inconsistent with the CastleKnight Funds' Consent Right under this Agreement;

(k) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders, not to be unreasonably withheld), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing any of the Chapter 11 Cases, or (iv) rejecting this Agreement;

(l) the Bankruptcy Court grants relief, in each case, that is materially and adversely (as to the CastleKnight Funds) inconsistent with this Agreement (in each case, as applicable, and with such amendments and modifications as have been effected in accordance with the terms hereof), unless the order granting such relief has been stayed, modified, or reversed within fourteen (14) Business Days after such terminating party delivers a written notice in accordance with Section 15.10 hereof;

(m) failure of the Company Parties to pay such terminating CastleKnight Funds' Restructuring Expenses, as, to the extent, and when required under this Agreement;

(n) termination of this Agreement pursuant to Sections 13.01, 13.02, or 13.05;

(o) the Bankruptcy Court enters an order denying confirmation of the Plan or states clearly and unequivocally on the record at a hearing that it is denying approval of or will not approve the Plan; or

(p) the Plan Effective Date has not occurred on or prior to the date that is two hundred ten (210) days after the Petition Date.

13.04. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 15.10 upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Stakeholders of any provision set forth in this Agreement that remains uncured for a period of eight (8) Business Days after the receipt by the Consenting Stakeholders of notice of such breach;

(b) the board of directors, board of managers, or such similar Governing Body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Company Party transmits a written notice in accordance with Section 15.10 detailing any such issuance; *provided*, that this termination right does not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement;

(d) the Bankruptcy Court enters an order denying confirmation of the Plan or states clearly and unequivocally on the record at a hearing that it is denying approval of or will not approve the Plan.

(e) Notwithstanding anything in this Agreement, in the event any SVP Fund or CastleKnight Fund terminates this Agreement: (i) the Required Consenting First Lien Secured Creditors shall have the option to (A) determine that this Agreement will remain in full force and effect as to the Consenting First Lien Secured Creditors and the Company Parties (in pursuit and support of the Restructuring Transactions) or (B) terminate this Agreement; (ii) this Agreement shall be deemed terminated solely with respect to such terminating SVP Fund or CastleKnight Fund, and not with respect to the Company Parties, and such terminating SVP Fund or CastleKnight Fund shall no longer be a Party to this Agreement and shall be relieved of any obligations hereunder; (iii) such other Parties shall be permitted to take further actions otherwise permitted hereunder with respect to any Definitive Document or other document or matter or any Restructuring Transaction without any liability hereunder, except the rights and obligations of such other Parties under this Agreement shall remain in full force and effect; (iv) the remaining Parties (other than any Party that has breached this Agreement and such breach caused the occurrence of a Termination Event pursuant to which the SVP Fund or CastleKnight Fund, as applicable terminated this Agreement) shall no longer be obligated to provide any release to such terminating Party; and (v) all of the applicable rights and remedies of the remaining Parties under this Agreement, the applicable loan documents, the applicable Definitive Documents and applicable law shall be reserved in all respects.

13.05. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Senior Creditors; (b) the SVP Funds; (c) the CastleKnight Funds, and (d) each Company Party.

13.06. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after the latest to occur of the Plan Effective Date or the date of full and final completion of a Foreign Implementation Process, as applicable.

13.07. Effect of Termination. Upon 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 commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions 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. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be 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 Restructuring Transactions and this Agreement or otherwise; *provided, however*, any Consenting Stakeholder withdrawing or changing its vote pursuant to this Section 13.07 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change

with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (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 Party or Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 13.07 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 13.04(b) or Section 13.04(d). Nothing in this Section 13.07 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 13.04(b).

Section 14. *Amendments and Waivers.*

(a) 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 14.

(b) Subject to Section 14(c), this Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (a) each Company Party, (b) the Required Consenting Senior Creditors, (c) the SVP Funds to the extent of the SVP Funds' Consent Right, and (d) the CastleKnight Funds to the extent of the CastleKnight Funds' Consent Right.

(c) Solely with respect to any modification, amendment, waiver or supplement that materially, disproportionately, and adversely affects the economic rights or releases of a Consenting Stakeholder and unless otherwise specified in this Agreement, such modification, amendment, waiver, or supplement of this Agreement shall require a writing signed by such affected Consenting Stakeholder; *provided* that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Company Claims/Interests held by a Consenting Stakeholder relative to the Company Claims/Interests held by a similarly situated Consenting Stakeholder in its relevant capacities as such, then the consent of each such affected Consenting Stakeholder shall also be required to effectuate such modification, amendment, waiver or supplement; *provided further* that, notwithstanding anything to the contrary in this Section 14, if the proposed modification, amendment, waiver or supplement implicates the SVP Funds' Consent Right or the CastleKnight Funds' Consent Right, the consent of the SVP Funds or the CastleKnight Funds, as applicable, shall also be required to effectuate such modification, amendment, waiver, or supplement; *provided, further* that, the consent of the Supermajority Consenting First Lien Creditors shall be required for any adverse changes to the economic terms of the Restructuring Transactions.

(d) Any modifications to: (i) the confidentiality and disclosure provisions hereof, (ii) representations of the Consenting First Lien Secured Creditors, the Consenting Bridge

Lenders, and the CastleKnight Funds, (iii) the transfer provisions hereof, or (iv) this Section 14(d), in each case shall require the consent of each affected Consenting Bridge Lender, Consenting First Lien Secured Creditor, and CastleKnight Funds.

(e) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 14 shall be ineffective and void *ab initio*.

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

(g) Notwithstanding anything herein or in any other Definitive Document to the contrary, any SVP Funds' Consent Right or CastleKnight Funds' Consent Right in respect of or related to any Second Lien Secured Claims shall terminate in the event that either the SVP Funds or the CastleKnight Funds, as applicable, ceases to hold at least twenty-five percent (25%) of the amount of Second Lien Secured Claims such Party holds as of the date hereof.

Section 15. *Miscellaneous*

15.01. Acknowledgement. Notwithstanding any other provision herein, 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.

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

15.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree 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 Transactions, as applicable.

15.04. Complete Agreement. Except as otherwise explicitly provided herein, 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 Agreement.

15.05. 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. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

15.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.07. 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.

15.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, 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 Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

15.09. Successors and Assigns; Third Parties. 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.

15.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

- (a) if to a Company Party, to:

Klöckner Pentaplast of America, Inc.
3585 Klöckner Road
Gordonsville, VA 22942
Attention: Marc Rotella, Chief Financial Officer, and Shené Mitchell, Deputy General Counsel
E-mail address: marc.rotella@kpfilms.com,
shene.mitchell@kpfilms.com

and

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attention: John R. Luze, P.C., Jeffrey T. Michalik, and David R. Gremling
E-mail address: john.luze@kirkland.com,
jeff.michalik@kirkland.com, dave.gremling@kirkland.com

- (b) if to a Consenting First Lien Secured Creditor or a Consenting Bridge Lender, to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attention: Scott Greenberg, Lisa Stevens, Michael J. Cohen, Rob E. Fitzgerald, and Tommy Scheffer
Email address: sgreenberg@gibsondunn.com,
lstevens@gibsondunn.com, mcohen@gibsondunn.com,
rfitzgerald@gibsondunn.com, tscheffer@gibsondunn.com

- (c) if to the CastleKnight Funds, to:

Akin Gump Strauss Hauer & Feld LLP
Robert Staruss Tower, 2001 K Street NW
Washington, DC 20006
Attention: James Savin, Brad Kahn, and Iain Wood
Email address: jsavin@akingump.com, bkahn@akingump.com,
iwood@akingump.com

- (d) if to the SVP Funds, to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 6th Avenue
New York, NY 10019
Attention: Andrew N. Rosenberg and Robert A. Britton

Email address: arosenberg@paulweiss.com,
rbritton@paulweiss.com

Any notice given by delivery, mail, or courier shall be effective when received.

15.11. Independent Due Diligence and Decision Making. Each Consenting Stakeholder 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 Parties.

15.12. Enforceability of Agreement. Each of the Parties to the extent enforceable 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 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.

15.13. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

15.14. 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 court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

15.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

15.16. 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.

15.17. 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.

15.18. 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.

15.19. Survival. Notwithstanding (i) any Transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 15 and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

15.20. Email Consents. Where a written consent, acceptance, approval, amendment, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 14, or otherwise, including a written approval by the Company Parties or the Required 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 electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

15.21. Fiduciary Duties; Relationship Among the Consenting Stakeholders. Notwithstanding anything to the contrary herein, the duties and obligations of the Consenting Stakeholders under this Agreement shall be several and neither joint nor joint and several. None of the Consenting Stakeholders shall, solely by virtue of entry into this Agreement, have any fiduciary duty, any duty or trust or confidence in any form, or other duties or responsibilities to each other, any Consenting Stakeholder, the Company Parties, or any of the Company Parties' creditors or other stakeholders, including, without limitation, any holders of Company Claims/Interests, and, other than as expressly set forth herein, there are no commitments among or between the Consenting Stakeholders. No prior history, pattern, or practice of sharing confidences among or between any of the Consenting Stakeholders and/or the Company Parties shall in any way affect or negate this understanding and agreement. No Consenting Stakeholder shall, as a result of it entering into and performing its obligations under this Agreement, be deemed to be part of a "group" (as that term is used in Section 13(d) of the Exchange Act) with any other Party. For the avoidance of doubt, no action taken by a Consenting Stakeholder pursuant to this Agreement shall be deemed to constitute or to create a presumption by any of the Parties that the Consenting Stakeholders are in any way acting in concert or as such a "group."

15.22. Consenting Stakeholder Limitations. Notwithstanding anything to the contrary herein, all consents, representations, warranties, covenants and agreements made by, and any rights and obligations of, any Consenting Stakeholder (i) are being made only with respect to the assets managed by such Consenting Stakeholder and shall not apply to (or be deemed to be made in relation to) any Affiliate or Related Fund or other business unit of such Consenting Stakeholder or any assets or interests that may be beneficially owned by any affiliate or Related Fund of such Consenting Stakeholder and (ii) shall only apply to the specific funds or accounts that sign this Agreement or are expressly identified by the Agreement on its signature page.

15.23. Disclosure; Publicity. The Company Parties shall submit to the Ad Hoc Group Advisors, the SVP Funds' Advisors, and the CastleKnight Funds' Advisors drafts of any press releases regarding this Agreement and the Restructuring Transactions at least one (1) Business Day prior to making any such disclosure (or as soon as reasonably practicable thereafter); *provided* that, the Company Parties shall not include the name of any Consenting Stakeholder in a press release or any other public filing without the express written consent (email being sufficient) of such Consenting Stakeholder. Except as required by applicable law, rule, or regulation and notwithstanding any provision of any other agreement between the Company Parties and such Consenting Stakeholder to the contrary, no Party or its advisors shall disclose to any Person (including, for the avoidance of doubt, any other Consenting Stakeholder), other than advisors to the Debtors, the principal amount or percentage of any Claims against the Debtors held by any Consenting Stakeholder without such Consenting Stakeholder's prior written consent (email being sufficient); *provided* that (a) 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 before such disclosure and shall take commercially reasonable measures to limit such disclosure, (b) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate outstanding principal amount of Claims held by all Consenting Stakeholders, and (c) any Party may disclose information requested by a regulatory or self-regulatory authority with jurisdiction over its operations to such authority on a confidential basis without limitation or notice to any other Party. All signature pages executed by Consenting Stakeholders shall (a) be delivered to the Company Parties' external legal advisors in an unredacted form; *provided* that such signature pages shall be delivered to the advisors to the Company Parties on a professionals-eyes-only basis; but which shall be held confidentially by such recipients to the maximum extent permitted by applicable law, including the Bankruptcy Code, unless otherwise agreed by the applicable Consenting Stakeholder and (b) to the extent required to be delivered to other Consenting Stakeholders, be delivered in a redacted form that removes such Consenting Stakeholders' beneficially owned outstanding principal amount of Claims. For the avoidance of doubt, a Consenting Stakeholder may disclose a redacted version of this Agreement to a prospective Transferee or Qualified Marketmaker, *provided* that such party is subject to (or in connection with such disclosure, becomes subject to) a Confidentiality Agreement with the Company Parties that is reasonably satisfactory to the Company Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**Company Parties' Signature Page to
the Restructuring Support Agreement**

**KLEOPATRA SENIOR HOLDINGS GP S.À R.L. AND EACH OF ITS AFFILIATES
LISTED ON EXHIBIT A**

Signed by:

By: D6148FA2FD8B464

Name: Marc Rotella
Authorized Signatory

[Consenting Stakeholder Signature Pages on File with the Company Parties]

EXHIBIT A

Company Parties

Infia Midco 1 Limited (CRN: 16665113)
Infia Midco 2 Limited (CRN: 16665135)
Kleopatra Finco S.à r.l.
Kleopatra Holdings 2 S.C.A
Kleopatra Lux 2 S.à r.l.
Kleopatra UK Limited (CRN: 06200724)
Klöckner Pentaplast Europe GmbH & Co. KG
Klöckner Pentaplast GmbH
Klockner Pentaplast Limited (CRN: 03676460)
Klöckner Pentaplast of America, Inc.
Klöckner Pentaplast Verwaltungs GmbH
KP Holding GmbH & Co. KG
KP Holding Verwaltungs GmbH
KP International Holding GmbH
KPP Texas, LLC
LINPAC Group Holdings Limited (CRN: 00677556)
LINPAC Holdings (Northern Europe) GmbH
LINPAC Packaging B.V.
LINPAC Packaging Holdings S.L.U.
LINPAC Packaging Limited (CRN: 00949597)
LINPAC Packaging Pontivy SAS
LINPAC Packaging Pravia S.A.
New Linpac LuxCo 2 S.à r.l.
PICNAL France SAS

EXHIBIT B

Restructuring Term Sheet

THIS RESTRUCTURING TERM SHEET IS NOT AN OFFER 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/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE OF THE RESTRUCTURING SUPPORT AGREEMENT ON THE TERMS DESCRIBED HEREIN AND IN THE RESTRUCTURING SUPPORT AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

RESTRUCTURING TERM SHEET

INTRODUCTION

This term sheet (together with all annexes, schedules, and exhibits attached hereto, this “**Term Sheet**”) summarizes the material terms and conditions Restructuring Transactions,¹ which restructure the existing indebtedness of, and interests in, the Company Parties, as supported by the Consenting Stakeholders and the Company Parties. The Restructuring Transactions will be consummated through a joint prepackaged chapter 11 plan of reorganization filed by the Debtors in the Chapter 11 Cases (the “**Plan**”). The Restructuring Transactions will be governed by the RSA and this Term Sheet. This Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions.

This Term Sheet does not include a description of all of the terms, conditions, and other provisions that will to be contained in the Definitive Documents governing the Restructuring, which remain subject to negotiation and completion in accordance with the RSA. The Restructuring Transactions will not contain any material terms or conditions that are inconsistent with this Term Sheet or the RSA. This Term Sheet incorporates the rules of construction as set forth in section 102 of the Bankruptcy Code.

¹ Capitalized terms used but not defined in this Term Sheet have the meanings given to such terms in that certain Restructuring Support Agreement, dated as of November 4, 2025, by and among the Company Parties and the Consenting Stakeholders (together with the exhibits and schedules attached to such agreement, including this Term Sheet, each as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “**RSA**”), as applicable.

<u>GENERAL PROVISIONS</u>	
Implementation	The Restructuring Transactions will be consummated through the Debtors' commencement of voluntary prepackaged cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court on the terms and subject to the conditions set forth in the RSA, this Term Sheet, and any exhibits attached hereto. The Plan shall provide for, among other things, the treatment of Claims and Interests, including through the issuance of new common stock (the "<u>New Equity Interests</u>") of Kleopatra Holdings 2 S.C.A. ("<u>KH2</u>") or a Person that, as of the Plan Effective Date, is acceptable to the Required Consenting Senior Creditors and directly or indirectly will hold (potentially through Persons who are not Debtors) the equity interests in the Reorganized Debtors ("<u>New Kleo Holdco</u>"), or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Plan Effective Date ("<u>Reorganized KH2</u>," and together with the other Debtors as reorganized pursuant to the Restructuring Transactions (defined below), the "<u>Reorganized Debtors</u>") and other debt instruments by the Reorganized Debtors as provided for herein on the Plan Effective Date (such transactions, collectively, the "<u>Restructuring Transactions</u>"). Except as expressly provided in the Plan, any action required to be taken by the Debtors on the Plan Effective Date pursuant to this Term Sheet may be taken on the Plan Effective Date or as soon as is reasonably practicable thereafter.
Current Capital Structure	The existing capital structure of the Company Parties includes: USD Term Loan. Pursuant to the senior facilities agreement, originally dated February 9, 2021, entered into between, among others: (a) Kleopatra Finco S.à r.l., as the company; (b) the Mandated Lead Arrangers (as defined therein); (c) J.P. Morgan SE, as agent; and (d) Deutsche Bank AG, London Branch, as security agent (as amended and/or amended and restated and/or supplemented from time to time), the Facility B (USD) Lenders (as defined in the Senior Facilities Agreement) provided certain Company Parties with a first lien \$725 million term loan facility. As of the Petition Date, approximately €638 million is outstanding under the USD Term Loan. EUR Term Loan. Pursuant to the Senior Facilities Agreement, the Facility B (EUR) Lenders (as defined in the Senior Facilities Agreement) provided certain Company Parties with an approximately €600 million first lien term loan facility. As of the Petition Date, approximately €630 million is outstanding under the EUR Term Loan.

Additional Term Loan. Pursuant to the additional facility notice, originally dated February 4, 2025 (as amended, restated, amended and restated, or otherwise modified from time to time), by and among Kleopatra Finco, as the company, and Kondoa Rock S.à r.l., as additional facility lender (the “**Additional Facility Lender**”), the Additional Facility Lender provided certain Company Parties with an approximately €50 million first lien term loan facility. As of the Petition Date, approximately €58 million is outstanding under the Additional Term Loan.

Revolving Credit Facility. Pursuant to the Senior Facilities Agreement, the Original Revolving Facility Lenders (as defined in the Senior Facilities Agreement) provided certain Company Parties with a an approximately €120 million first lien revolving credit facility. As of the Petition Date, approximately €118 million is outstanding under the Revolving Credit Facility.

First Lien Secured Notes. Pursuant to that certain senior secured notes indenture, dated as of February 12, 2021, by and among: (a) Kleopatra Finco, as issuer; (b) certain of its subsidiaries, as guarantors; (c) Deutsche Trustee Company Limited, as trustee; (d) Deutsche Bank AG, London Branch, as principal paying agent and security agent; and (e) Deutsche Bank Luxembourg S.A., as registrar and transfer agent, certain Company Parties issued approximately €400 million of senior secured notes. As of the Petition Date approximately €412 million of First Lien Secured Notes are outstanding.

Second Lien Secured Notes. KH2 entered into that certain Senior Notes Indenture, dated as of February 12, 2021, by and among (a) KH2, as issuer, (b) certain of its subsidiaries, as guarantors; (c) Deutsche Trustee Company Limited, as trustee; (d) Deutsche Bank AG, London Branch, as security agent and paying agent; and (e) Deutsche Bank Luxembourg S.A., as registrar and transfer agent (as may be further amended, restated, supplemented, or otherwise modified from time to time, the “**Senior Notes Indenture**”). The Senior Notes Indenture originally provided for the issuance of (i) €300 million of 6.25% senior notes due 2026 (the “**Initial Senior Notes**”) and (ii) additional Senior Notes in accordance with the terms thereof (the “**Additional Senior Notes**” and together with the Initial Senior Notes, the “**Senior Notes**”). Pursuant to that certain Second Lien Secured Notes Indenture, the liability of KH2 under the Senior Notes Indenture and the Senior Notes was novated and assigned to Kleopatra Finco. The Senior Notes were then amended and restated by Kleopatra Finco as second lien secured notes and the Senior Notes Indenture was amended and restated in its entirety by the Second Lien Secured Notes Indenture. As of the Petition Date, approximately €317 million is outstanding under the Second Lien Secured Notes Indenture.

Bridge Facilities. Pursuant to that certain facilities agreement, dated as of August 27, 2025, the Bridge Lenders provided certain Company Parties with those approximately €134 million term loan facilities (as amended, restated, amended and restated, or otherwise modified from time to time). As of the Petition Date, approximately €134 million is outstanding under the Bridge Facilities.

Factoring Program and Local Facilities. The Company Parties are party to accounts receivable factoring arrangements, pursuant to which the Company Parties sell certain receivables to counterparties to support the Company Parties’ liquidity (collectively, the “**Factoring Program**”). Additionally, certain

<u>GENERAL PROVISIONS</u>	
	Company Parties owe an aggregate of approximately €13.25 million under their respective local debt facilities (collectively, the “<u>Local Facilities</u>”). <i>Equity Interests in KH2.</i> All existing equity interests in KH2, including all common stock issued by KH2, and any other interests (including any common units or preferred stock), rights, options, warrants, or preferred securities, excluding any such Interests or Claims (a) held by another Company Party or (b) held by Kleopatra Holdings 1 S.C.A. or Kleopatra Intermediate Holdings S.à r.l. (collectively, the “<u>KH2 Equity Interests</u>”). <i>Equity Interests in KPA.</i> All existing equity interests in Klöckner Pentaplast of America, Inc. (“<u>KPA</u>”), including all common stock issued by KPA, and any other interests (including any common units or preferred stock), rights, options, warrants, or preferred securities, excluding any such Interests or Claims held by another Company Party (collectively, the “<u>KPA Equity Interests</u>”).
DIP Facility	On the Petition Date, the DIP Lenders shall provide a postpetition debtor-in-possession financing facility pursuant to the DIP Documents consisting of: (a) €349 million in new money split into defined EUR and USD tranches, €134 million of which shall be used to indefeasibly repay in full in cash the outstanding Bridge Facility as of the Petition Date on the closing date of the DIP Facility; and (b) a €635 million roll-up of First Lien Claims, in each case to, among other things, fund the Chapter 11 Cases. The DIP Facility shall be funded and assigned in accordance with the allocation schedule (the “<u>Allocation Schedule</u>”) attached to the DIP Credit Agreement (the parties listed on the Allocation Schedule, the “<u>Commitment Parties</u>”). The Allocation Schedule will reflect the preliminary allocations distributed by Houlihan Lokey, with such changes as required to reflect the applicable lender registries on the applicable record date and that result from reconciliation of holdings. The DIP Credit Agreement shall include a covenant to use commercially reasonable efforts to maintain ratings from two of S&P, Moody’s, and Fitch (but no specific rating).
Bridge Facilities	The Bridge Facilities will be repaid in full with the proceeds from the DIP Facility in accordance with the DIP Documents.
Exit Financing	On the Plan Effective Date, the Reorganized Debtors shall enter into an exit financing facility (the “<u>Exit Facility</u>”), the terms, conditions, structure, and principal amount of which will reflect the below, be otherwise in form and substance acceptable to the Required DIP Lenders and the Company Parties, and will be disclosed in the Plan Supplement. The Exit Facility Documents shall include a covenant to use commercially reasonable efforts to maintain ratings from two of S&P, Moody’s, and Fitch (but no specific rating) and shall contain such other covenants (including in respect of any liability management items) and events of default, and other terms, as are acceptable to the Required Consenting Senior Creditors and the Company Parties. The CastleKnight Funds and the SVP Funds shall not be included on any disqualified lender list or subject to any similar trading restrictions related to the Company Parties or the Reorganized Debtors, as applicable, imposed by the Company Parties or the Reorganized Debtors, as applicable, in each case, pursuant to the DIP Documents or the Exit Facility

GENERAL PROVISIONS	
	Documents, . The Company Parties and the Required Consenting Senior Creditors shall discuss in good faith the Company Parties obtaining an exit revolving credit facility on or after the Effective Date and providing for sufficient capacity under the Exit Facility Documents for such facility. Interest Rate: (a) through June 30, 2027, at the Company Parties' election either (i) E/S + 6.00% payable in Cash or (ii) E/S + 2.00% payable in Cash and 5.00% payable in kind and (b) after June 30, 2027, E/S + 6.00% payable in Cash. Maturity: All obligations under the Exit Facility shall be due and payable in full on the fifth year anniversary of the closing date under the Exit Facility. Collateral: The collateral under the Exit Facility shall be substantially the same as the DIP Collateral (as defined in the DIP Orders).
New Equity Interests	On the Plan Effective Date, Reorganized KH2 or New Kleo Holdco, as applicable, shall issue the New Equity Interests. The New Equity Interests shall be distributed in accordance with this Term Sheet and the Plan. The Company Parties and the Required Consenting Senior Creditors will negotiate in good faith the terms of an alternative equity instrument, which will be of equivalent value to the New Equity Interests, for certain individual holders of Class 3 First Lien Claims that are required to receive such instrument in lieu of such New Equity Interests (the " Alternative Instrument "). To the extent that there is an Alternative Instrument, its material terms will be disclosed in the Plan Supplement and reasonably acceptable to the Company Parties and Required Consenting Senior Creditors.
Definitive Documents	All Definitive Documents shall be subject to the rights and obligations set forth in Section 3 of the RSA. Failure to reference such rights and obligations as it relates to any document referenced in this Term Sheet shall not impair such rights and obligations.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN			
Class No.	Claim Type	Treatment	Impairment / Voting
Unclassified Non-Voting Claims			
N/A	DIP Claims	Except to the extent that a holder of an Allowed DIP Claim agrees to less favorable treatment, on the Plan Effective Date, each Allowed DIP Claim shall be, in full and final satisfaction of such Allowed DIP Claim (i) refinanced into each holder's <i>pro rata</i> share of loans under the Exit Facility in accordance with the DIP	N/A

		Documents and Exit Facility Documents or (ii) paid in full in cash.	
N/A	Administrative Claims	Except to the extent that a holder of an Administrative Claim agrees to less favorable treatment, on the Plan Effective Date, each holder of an Allowed Administrative Claim shall receive cash equal to the full amount of its Claim or such other treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code.	N/A
N/A	Priority Tax Claims	Except to the extent that a holder of a Priority Tax Claim agrees to less favorable treatment, on the Plan Effective Date, each holder of an Allowed Priority Tax Claim shall receive treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code.	N/A
Classified Claims and Interests			
Class 1	Other Secured Claims	Except to the extent that a holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Plan Effective Date, each holder of an Allowed Other Secured Claim shall receive, as determined by the Company Parties in consultation with the Required Consenting Senior Creditors: (a) payment in full in cash in an amount equal to its Allowed Other Secured Claim; (b) the collateral securing its Allowed Other Secured Claim; (c) Reinstatement of its Allowed Other Secured Claim; or (d) such other treatment rendering its Allowed Other Secured Claim unimpaired in accordance with section 1124 of the Bankruptcy Code.	Unimpaired / Presumed to Accept
Class 2	Other Priority Claims	Except to the extent that a holder of an Allowed Other Priority Claim agrees to less favorable treatment, on the Plan Effective Date, each holder of an Allowed Other Priority Claim shall receive treatment in a manner consistent with section 1129(a) of the Bankruptcy Code.	Unimpaired / Presumed to Accept
Class 3	First Lien Claims	Except to the extent that a holder of an Allowed First Lien Claim agrees to less favorable treatment, on the Plan Effective Date, each holder of an Allowed First Lien Claim shall receive: (i) its <i>pro rata</i> share of 100 percent of the New Equity Interests, subject to dilution on account of the Management Incentive Plan;	Impaired / Entitled to Vote

		or (ii) such reasonable equivalent value on account of the Alternative Instrument (if any).	
Class 4	Second Lien Claims	Except to the extent that a holder of an Allowed Second Lien Claim agrees to less favorable treatment, on the Plan Effective Date, each holder of an Allowed Second Lien Claim shall receive its <i>pro rata</i> share of €17.5 million of loans under the Exit Facility in accordance with the Exit Facility Documents (which €17.5 million shall be in addition to the amount of the Exit Facility provided to the DIP Lenders).	Impaired / Entitled to Vote
Class 5	General Unsecured Claims	Except to the extent that a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment, on the Plan Effective Date, each holder of an Allowed General Unsecured Claim shall: (a) be Reinstated; or (b) receive such other treatment rendering such General Unsecured Claims unimpaired in accordance with section 1124 of the Bankruptcy Code.	Unimpaired / Deemed to Accept
Class 6	Intercompany Claims	On the Plan Effective Date, each Allowed Intercompany Claim shall be, with the reasonable consent of the Required Consenting Senior Creditors: (a) Reinstated; (b) set off, settled, discharged, contributed, cancelled, converted to equity; (c) released without any distribution on account of such Allowed Intercompany Claim; or (d) otherwise addressed at the option of the Debtors, in each case as set forth in the Restructuring Steps Plan.	Unimpaired / Presumed to Accept or Impaired / Deemed to Reject
Class 7	Intercompany Interests	On the Plan Effective Date, each Allowed Intercompany Interest shall be: (a) Reinstated; (b) set off, settled, discharged, contributed, cancelled; (c) released without any distribution on account of such Allowed Intercompany Claim; or (d) otherwise addressed at the option of the Debtors, in each case as set forth in the Restructuring Steps Plan.	Unimpaired / Presumed to Accept or Impaired / Deemed to Reject

Class 8	Section 510(b) Claims	On the Plan Effective Date, each Section 510(b) Claim shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and such holders will not receive any distribution on account of such Section 510(b) Claim.	Impaired / Deemed to Reject
Class 9	KH2 Equity Interests and KPA Equity Interests	On the Plan Effective Date, all KH2 Equity Interests and KPA Equity Interests shall be cancelled, released, discharged, extinguished, and of no further force or effect, and such holder shall not receive any distribution, property, or other value under the Plan on account of such KH2 Equity Interests and KPA Equity Interests.	Impaired / Deemed to Reject

OTHER KEY TERMS	
Restructuring Transactions	On the Plan Effective Date, the Company Parties, as applicable, shall issue all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Restructuring Transactions. The Confirmation Order, if applicable, shall be deemed to authorize, among other things, all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to consummate the Plan, as well as the Restructuring Transactions therein.
Cancellation of Notes, Instruments, Certificates, and Other Documents	On the Plan Effective Date, except to the extent otherwise provided in this Term Sheet and subject to customary exceptions which shall be set forth in the Plan, as applicable, all notes, instruments, certificates, and other documents evidencing Company Claims/Interests, including credit agreements and indentures, shall be canceled, and the Company Parties' obligations thereunder or in any way related thereto shall be deemed satisfied in full and discharged.
Exemption from SEC Registration	The issuance of all securities under the Plan, if applicable, will be exempt from registration under the Securities Act of 1933, as amended (together with the rules and regulations promulgated thereunder, the " Securities Act ") and under similar federal, state, local or foreign laws, including in reliance on the exemption set forth in Section 1145 of the Bankruptcy Code to the extent permitted under applicable law, Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act and/or other available exemptions from registration.
Employment Obligations	The Consenting Stakeholders consent to the continuation of the Company Parties' wages, compensation, and benefits programs in the ordinary course of business, including effective compensation programs, the Management Incentive Plan, and any motions in the Bankruptcy Court for approval thereof. On the Plan Effective Date, the Reorganized Debtors will (a) assume all employment agreements, indemnification agreements, or other employment-related agreements entered into with current and former employees who are

	employees as of the Petition Date or (b) enter into new agreements with such employees on terms and conditions acceptable to the Debtors and such employee.
Survival of Indemnification Provisions and D&O Insurance	All indemnification provisions, consistent with applicable Law, currently in place (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the benefit of current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Company Parties, as applicable, shall be (a) reinstated and remain intact, irrevocable, and shall survive the Plan Effective Date on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Company Parties than the indemnification provisions in place prior to the Plan Effective Date, and (b) shall be assumed by the Reorganized Debtors. After the Plan Effective Date, the Reorganized Debtors, as applicable, will not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect or purchased as of the Petition Date, and all members, managers, directors, and officers of the Company Parties who served in such capacity at any time prior to the Plan Effective Date or any other individuals covered by such insurance policies, will be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions on or after the Plan Effective Date.
Corporate Governance	The new corporate governance documents and any other documentation evidencing the corporate governance for any Reorganized Debtor and any direct or indirect subsidiary thereof (such documents, collectively, the " <u>New Organizational Documents</u> "), including charters, bylaws, limited liability company agreements, shareholder agreements, and/or other organization documents of such entities, will be consistent with the RSA. The go-forward corporate governance terms, New Organizational Documents, and New Board will be disclosed in the Plan Supplement.
Management Incentive Plan	The Reorganized Debtors shall reserve a pool of up to 10 percent of fully-diluted New Equity Interests for a management incentive plan (the " <u>Management Incentive Plan</u> ") to be provided to certain members of the management team and the New Board of the Reorganized Debtors. The awardees, terms, and conditions shall be determined by the New Board and reasonably acceptable to the Ad Hoc Group.
Factoring Program and Local Facilities	On the Petition Date, the Debtors will file a First Day Pleading seeking authority to continue the Factoring Program in the ordinary course of business during the Chapter 11 Cases. The Debtors shall seek to maintain the Factoring Program through the Plan Effective Date and the Exit Facility Documents shall provide for and allow the continuation of the Factoring Program.

	On the Plan Effective Date, the Local Facilities shall be Reinstated and the Exit Facility Documents shall provide for and allow the continuation of the Local Facilities.
Executory Contracts and Unexpired Leases	The Plan shall provide that executory contracts and unexpired leases that are not rejected as of the Plan Effective Date (either pursuant to the Plan or a separate motion) will be deemed assumed pursuant to section 365 of the Bankruptcy Code.
Retained Causes of Action	The Reorganized Debtors shall retain all rights to commence and pursue any Causes of Action, other than any Causes of Action that the Debtors have released pursuant to the release and exculpation provisions of the Plan.
Retention of Jurisdiction	The Plan shall provide that the Bankruptcy Court shall retain jurisdiction for usual and customary matters.
Mutual Releases, Exculpation, Injunction, and Discharge	The Plan and Confirmation Order shall include customary release and exculpation, provisions, substantially consistent with those set forth in <u>Exhibit 1</u> attached hereto.
Tax Structure	To the extent practicable and subject to the terms of the RSA, the Restructuring Transactions contemplated by this Term Sheet will be structured in a tax-efficient manner reasonably acceptable to the Required Consenting Senior Creditors, the Company Parties, and the SVP Funds to the extent of the SVP Funds' Consent Right. Pursuant to the Restructuring Steps Plan to be filed with the Plan Supplement, the Company Parties intend to carry out a corporate clean-up and streamlining in a tax-efficient manner and with the reasonable consent of the Required Consenting Senior Creditors.
Other Customary Plan Provisions	The Plan will provide for other standard and customary provisions, including in respect of the cancellation of existing Company Claims/Interests, the vesting of assets, instruction to the Agents/Trustee regarding the release of liens, the compromise and settlement of claims, the retention of jurisdiction by the Bankruptcy Court, and the resolution of disputed claims.
Conditions Precedent to Plan Effective Date	It shall be a condition to the Plan Effective Date that the following conditions (the "<u>Conditions Precedent</u>") shall have been satisfied or waived: (a) the RSA shall be in full force and effect and shall not have been terminated and the Debtors shall not be in material breach thereof, and the RSA shall have not been modified, amended or subject to any waiver in any manner that is inconsistent with the CastleKnight Funds Consent Right or the SVP Funds Consent Right; (b) there shall not have been instituted or be pending any action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened or pending) before or by any court, governmental, regulatory, or administrative agency or instrumentality, domestic or foreign, or by any other

	person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Company Parties and the Required Consenting Stakeholders, would prohibit, prevent, or restrict Consummation of the Restructuring Transactions; (c) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and Restructuring Transactions, and all applicable regulatory or government-imposed waiting periods shall have expired or been terminated; (d) an order, statute, rule, regulation, executive order, stay, decree, judgment, or injunction shall not have been enacted, entered, issued, promulgated, enforced, or deemed applicable by any court or governmental, regulatory, or administrative agency or instrumentality, domestic or foreign, that, in the reasonable judgment of the Company Parties and the Required Consenting Stakeholders would prohibit, prevent, or restrict consummation of the Restructuring Transactions; (e) each document or agreement constituting a Definitive Document shall have been executed or otherwise effectuated as contemplated, shall be in form and substance consistent with the RSA and this Term Sheet and otherwise reasonably acceptable to the Required Consenting Senior Creditors, the SVP Funds to the extent of the SVP Funds' Consent Right and the CastleKnight Funds to the extent of the CastleKnight Funds' Consent Right, and any and all conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Plan Effective Date or otherwise waived pursuant to the terms of the applicable Definitive Document; (f) to the extent invoiced, the payment of all reasonable and documented fees and expenses of the Company Parties' professionals (solely if payment of such fees and expenses have been authorized by the Bankruptcy Court, including under the DIP Order) and the Consenting Stakeholders' professionals related to the negotiation and implementation of the Restructuring Transactions and not previously paid by the Company Parties and, in the case of the SVP Funds and the CastleKnight Funds, to the extent set forth in the RSA; (g) all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Plan Effective Date have been placed in a professional fee escrow account; (h) the Bankruptcy Court shall have entered the Confirmation Order and the DIP Orders, in each case consistent with the RSA and otherwise reasonably acceptable to the Required Consenting Senior Creditors, the SVP Funds to the extent of the SVP Funds' Consent Right and the CastleKnight Funds to the extent of the CastleKnight Funds' Consent Right, and such orders shall not have been reversed, stayed, modified, dismissed, vacated, or reconsidered and which shall have become a Final Order (as defined in <u>Exhibit 1</u>); (i) The New Equity Interests shall have been issued by the Reorganized Debtors and shall be free and clear of all taxes, liens or other encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights (A)
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	except for any restrictions on transfer as may be imposed by applicable securities Laws and (B) except as may be imposed by or set forth in the New Organizational Documents; (j) The New Organizational Documents shall have been executed and/or effectuated, be in form and substance consistent with the RSA and this Term Sheet and otherwise reasonably acceptable to the Required Consenting Senior Creditors, and any conditions precedent related thereto, and have been satisfied prior to or contemporaneously with the occurrence of the Plan Effective Date or otherwise waived by the Required Consenting Senior Creditors in their discretion; (k) all accrued and unpaid Transaction Expenses shall have been paid in full in accordance with the RSA; (l) the Debtors shall have otherwise substantially consummated the Restructuring Transactions, and all transactions contemplated herein, in a manner consistent in all respects with the Restructuring Support Agreement and the Definitive Documents; (m) The DIP Credit Agreement shall be in full force and effect and shall not have been terminated and the Debtors shall not be in material breach thereof and there shall be no pending and uncured default or Event of Default thereunder; and (n) all conditions precedent to the issuance or incurrence of the Exit Facility shall have been satisfied or duly waived, and the Exit Facility, including all documentation related thereto, shall be in form and substance satisfactory to the Required Consenting Stakeholders and the Company Parties and in effect.
Waiver of Conditions Precedent	The Conditions Precedent may be waived, in whole or in part, with the written consent of the Company Parties and the Required Consenting Stakeholders; <i>provided</i> that the waiver of the Conditions Precedent set forth in clauses (a), (e), (f) and (h) above shall require the written consent of the CastleKnight Funds and the SVP Funds, as applicable, to the extent the treatment of claims of the CastleKnight Funds or the SVP Funds, as applicable, or payment of the CastleKnight Funds' Advisors or the SVP Funds' Advisors, as applicable, is impacted.
Amendments	This Term Sheet may be amended only as permitted in the RSA.

Exhibit 1

Form of Releases and Exculpation

Form of Releases and Exculpation Language

Definitions¹

“Exculpated Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; and (b) the independent directors or managers of any Debtor.

“Final Order” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, re-argument, leave to appeal or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure or any comparable rule under the Bankruptcy Rules, the Local Bankruptcy Rules, or applicable non-bankruptcy law may be filed relating to such order or judgment shall not cause such order or judgment to not be a Final Order.

“Related Party” means, each of, and in each case solely in its capacity as such, current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors.

“Released Parties” means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Lenders; (d) the Agents (including the DIP Agent); (e) holders of First Lien Claims; (f) the members of the Ad Hoc Group; (g) the Consenting Senior Creditors; (h) holders of Second Lien Claims; (i) the CastleKnight Funds; (j) the SVP Funds; (k) holders of Claims or Interests who vote to accept the Plan or are presumed to accept the Plan and do not affirmatively opt out of the releases set forth herein; (l) holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the releases set forth therein; (m) holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan but do not affirmatively opt out of the releases set forth therein; (n) each current and former Affiliate of each Entity in clause (a) through the following clause (n); and (o) each Related Party of each Entity in clause (a) through clause (n); *provided* that, in each case, an Entity shall not be a Released Party if it: (i) affirmatively opts out of the releases in the Plan; or (ii) timely objects to the releases in the Plan and such objection is not resolved before the Confirmation Hearing.

“Releasing Parties” means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Lenders; (d) the Agents (including the DIP Agent); (e) holders of First Lien Claims; (f) the members of the Ad Hoc Group; (g) the Consenting Senior Creditors; (h) holders of Second Lien Claims; (i) the CastleKnight Funds; (j) the SVP Funds; (k) holders of Claims or Interests who vote to accept the Plan or are presumed to accept the Plan and do not affirmatively opt out of the releases set forth herein; (l) holders of Claims or Interests who abstain from voting on the Plan and who do not

¹ Capitalized terms used and not defined herein have the meanings given to them in the RSA or in the Term Sheet, as applicable.

affirmatively opt out of the releases set forth therein; (m) holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan but do not affirmatively opt out of the releases set forth therein; (n) each current and former Affiliate of each Entity in clause (a) through the following clause (o); and (o) each Related Party of each Entity in clause (a) through clause (n); *provided* that, in each case, an Entity shall not be a Releasing Party if it: (i) affirmatively opts out of the releases in the Plan; or (ii) timely objects to the releases in the Plan and such objection is not resolved before the Confirmation Hearing.

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 herein shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims that the Debtors resolve or compromise after the Effective Date), 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 that employees of the Debtors have performed 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. Any default or “event of default” by the Debtors with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. Without prejudice to the distributions, rights, and treatment that are provided by 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, and, upon the Effective Date, all Holders of such Claims and Interests shall be forever precluded and enjoined, pursuant to Section 524 of the Bankruptcy Code, from prosecuting or asserting any such Claim or Interest against the Debtors, Reorganized Debtors, or any of their assets or property.

Releases by the Debtors.

Unless otherwise provided in the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtors, their Estates, the Reorganized Debtors, and any Person seeking to exercise the rights of the Debtors or their Estates, including any successors to the Debtors or any Estates or any Estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action whatsoever, including any Avoidance Actions and any derivative Claims, asserted or assertable on behalf of any of the Debtors, Reorganized Debtors, and their Estates, whether liquidated or unliquidated,

known or unknown, foreseen or unforeseen, matured or unmatured, asserted or unasserted, accrued or unaccrued, existing or hereafter arising, contingent or noncontingent, in Law, equity, contract, tort or otherwise, that the Debtors, their Estates, or the Reorganized Debtors, including any successors to the Debtors or any Estate representatives appointed or selected, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, the Reorganized Debtors, their Estates, or other Entity, or that any holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the Debtors' capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions, any related adversary proceedings, intercompany transactions between or among a Debtor and another Debtor or an Affiliate of a Debtor, the decision to file the Chapter 11 Cases, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into or filing of the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, any other Definitive Document or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), any other Definitive Document, or any Restructuring Transactions before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Disclosure Statement or the Plan, the solicitation of votes with respect to the Plan, the Consent Solicitation, the pursuit of Confirmation, the pursuit of Consummation of the Restructuring Transactions, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date relating to any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any Causes of Action identified in the Schedule of Retained Causes of Action; *provided* that, for the avoidance of doubt, no Causes of Action against any Consenting Stakeholder shall be included on such Schedule of Retained Causes of Action, (ii) any post Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including any Definitive Document, the Exit Facility Documents, the New Organizational Documents, and other documents set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, or (iii) any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the

Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Releases by the Releasing Parties.

Unless otherwise provided in the Plan, on and after the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permitted under applicable law, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by each and every Releasing Party, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claims or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action arising at any time prior to the Effective Date, including any Avoidance Actions and any derivative claims asserted, whether liquidated or unliquidated, known or unknown, foreseen or unforeseen, matured or unmatured, existing on or before the Effective Date, contingent or noncontingent, in law, equity, contract, tort, or otherwise, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that such Entities would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor, the Reorganized Debtors, or their Estates or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, and their Estates (including the capital structure, management, ownership, or operation thereof), the Chapter 11 Cases, the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor or Affiliate of a Debtor, the decision to file the Chapter 11 Cases, the formulation, documentation, preparation, dissemination, solicitation, negotiation, entry into, or Filing of the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Facility, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, any other Definitive Document or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the RSA, the Bridge Facilities, the Bridge Facility Agreement, the DIP Facility, the DIP Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan, or the Plan Supplement, before or during the Chapter 11 Cases, or any Restructuring Transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable Law, the filing of the Chapter 11 Cases, the Disclosure Statement, or the Plan, the solicitation of votes with respect to the Plan, the Consent Solicitation, the pursuit of Confirmation, the pursuit of Consummation of the Restructuring Transactions, the administration and implementation of the Plan and the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Restructuring Transactions and/or Plan, or the distribution of property under the Plan or any other related agreement, or upon any other

act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date relating to any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including any Definitive Document, the Exit Facility Documents, the New Organizational Documents, and other documents set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, or (ii) any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Exculpation.

Unless otherwise provided in the Plan, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or Third-Party Release, effective as of the Effective Date, no Exculpated Party shall have or incur liability or obligation for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim arising from the Petition Date through the Effective Date related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the RSA and related prepetition transactions, the Bridge Facilities, the Bridge Facility Agreement, the Definitive Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan, the Plan Supplement, the Restructuring Transactions, the DIP Facility, the DIP Documents, or any wind down transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) in connection with the RSA and related prepetition transactions, the Bridge Facilities, the Bridge Facility Agreement, the Definitive Documents, the New Equity Interests, the Exit Facility, the Exit Facility Documents, the Disclosure Statement, the Plan, the Plan Supplement, the Restructuring Transactions, the DIP Facility, the DIP Documents, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation of the Restructuring Transactions, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Injunction.

Except as otherwise expressly provided in the Plan or in the Confirmation Order, 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, Interests, or Causes of Action that have been extinguished, released, discharged, or are subject to exculpation, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, and the Released Parties: (1) 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, Interests, or Causes of Action; (2) 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, Interests, or Causes of Action; (3) 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, Interests, or Causes of Action; (4) 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 timely filed a motion with the Bankruptcy Court expressly requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim, Interest, or Cause of Action or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) 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, Interests, or Causes of Action released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to the release and exculpation provisions set forth in the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim not released or subject to exculpation under the Plan, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

EXHIBIT C**Provision for Transfer Agreement**

The undersigned (“**Transferee**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of November 4, 2025 (the “**RSA**”),¹ by and among Kleopatra Senior Holdings GP and its affiliates and 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 by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a “Consenting Stakeholder” and a [“Consenting First Lien Secured Creditor”] [“Consenting Bridge Lender”] [“SVP Funds”] [“CastleKnight Funds”] under the terms of the RSA.

The Transferee specifically agrees to be bound by the terms and conditions of the RSA and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
Bridge Facilities	
First Lien Secured Notes	
USD Term Loan	
EUR Term Loan	
Additional Term Loan	
Revolving Credit Facility	
Second Lien Secured Notes	
KH2 Equity Interests	

¹ Capitalized terms used but not otherwise defined herein shall having the meaning ascribed to such terms in the RSA.

EXHIBIT D**Joinder Agreement**

The undersigned (the “**Joinder Party**”) hereby acknowledges that it has read and understands that certain Restructuring Support Agreement, dated as of November 4, 2025 (the “**RSA**”),¹ by and among Kleopatra Senior Holdings GP and its affiliates and subsidiaries bound thereto and the Consenting Stakeholders, and agrees to be bound by the terms and conditions thereof to the extent that the other Parties are thereby bound, and shall be deemed a “Consenting Stakeholder” and a [“Consenting First Lien Secured Creditor”] [“Consenting Bridge Lender”] [“SVP Funds”] [“CastleKnight Funds”] under the terms of the RSA.

The Joinder Party specifically agrees to be bound by the terms and conditions of the RSA and makes all representations and warranties contained therein as of the date this Joinder Agreement is executed and any further date specified in the RSA.

Date Executed:

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
Bridge Facilities	
First Lien Secured Notes	
USD Term Loan	
EUR Term Loan	
Additional Term Loan	
Revolving Credit Facility	
Second Lien Secured Notes	
KH2 Equity Interests	

¹ Capitalized terms used but not otherwise defined herein shall having the meaning ascribed to such terms in the RSA.

Exhibit C

Financial Projections

FINANCIAL PROJECTIONS

I. Introduction

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code because confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successors to the Debtors under the Plan¹. This confirmation condition is referred to as the “feasibility” of the Plan. In connection with the planning and development of the Plan, and for the purposes of whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources to operate their business.

For purposes of demonstrating the feasibility of the Plan, the Debtors have prepared the forecasted, consolidated balance sheet, income statement, and statement of cash flows (the “Financial Projections” or the “Projections”) for the quarterly period ended December 31, 2025, and the annual periods ending December 31, 2026 (fiscal year 2026) through December 31, 2030 (fiscal year 2030) (the “Projection Period”). The Financial Projections were prepared based on assumptions made by the Debtors’ management team (“Management”), in consultation with their advisors, as to the future performance of the Reorganized Debtors, and reflect the Debtors’ judgment and expectations regarding their future operations and financial position. The Financial Projections have been prepared on a consolidated basis in sufficient detail, as far as is reasonably practicable, based on the Debtors’ books and records.

The Financial Projections are based on the following: (a) current and projected market conditions in each of the Debtors’ key business segments discussed below; (b) the ability to maintain sufficient liquidity and working capital to fund operations; and (c) confirmation of the Plan. The Financial Projections assume certain treatment and planning strategies for U.S. and foreign tax purposes. Actual treatment and realization of planning strategies may vary, potentially resulting in greater tax liabilities for the Debtors than is set forth in the Financial Projections.

Although Management has prepared the Financial Projections in good faith based upon information available to them as of the date hereof and believes the assumptions are reasonable, there can be no assurance that the assumptions in the Financial Projections will be realized. Management continues to monitor the macroeconomy, the industry, and their business results and reserves the right (but is under no obligation) to modify the Financial Projections to reflect, among other things, any revised assumptions regarding the overall industry growth rates, revised assumptions regarding developments in the macroeconomy, and/or revised assumptions based on the Debtors’ business results during the Projection Period. While the Debtors’ management believes that the assumptions were reasonable when the Financial Projections were prepared, the Debtors can provide no assurance that such Financial Projections and assumptions will be realized.

II. Accounting Policies and Disclaimers

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

INFORMATION CONTAINED IN THE FINANCIAL PROJECTIONS IS DELIVERED FROM THE COMPANYS' CURRENTLY AVAILABLE BOOKS AND RECORDS AND MAY NOT REFLECT IN ALL CIRCUMSTANCES ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA ("U.S. GAAP"), INTERNATIONAL FINANCIAL REPORTING STANDARDS ("IFRS"), OR ANY OTHER ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN UNIQUE COUNTRIES ("INTERNATIONAL GAAP") FURTHERMORE, THE FINANCIAL PROJECTIONS HAVE NOT BEEN AUDITED, REVIEWED, OR SUBJECTED TO ANY PROCEDURES DESIGNED TO PROVIDE ANY LEVEL OF ASSURANCE BY THE DEBTORS' INDEPENDENT PUBLIC ACCOUNTANTS. WHILE PRESENTED WITH NUMERICAL SPECIFICITY, THE FINANCIAL PROJECTIONS ARE BASED UPON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY MANAGEMENT, MAY NOT BE REALIZED AND ARE SUBJECT TO BUSINESS, ECONOMIC, AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE CONTROL OF MANAGEMENT. THESE UNCERTAINTIES INCLUDE, AMONG OTHER THINGS, THE ULTIMATE OUTCOME AND CONTENTS OF A CONFIRMED PLAN OF REORGANIZATION AND THE TIMING OF THE CONFIRMATION OF SUCH PLAN. ACTUAL RESULTS MAY VARY FROM THOSE PRESENTED IN THE FINANCIAL PROJECTIONS. HOLDERS OF CLAIMS OR EQUITY INTERESTS MUST MAKE THEIR OWN ASSESSMENT AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE PROJECTIONS IN MAKING THEIR DETERMINATION OF WHETHER TO ACCEPT OR REJECT THE PLAN.

THE FINANCIAL PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. ALTHOUGH MANAGEMENT BELIEVES THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS ARE REASONABLE IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED.

THE SIGNIFICANT ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL PROJECTIONS ARE STATED BELOW. THE FINANCIAL PROJECTIONS ASSUME THAT THE DEBTORS WILL EMERGE FROM CHAPTER 11 ON THE ASSUMED EFFECTIVE DATE. THE FINANCIAL PROJECTIONS SHOULD BE READ IN CONJUNCTION WITH (1) THE DISCLOSURE STATEMENT, INCLUDING ANY OF THE EXHIBITS THERETO OR INCORPORATED REFERENCES THEREIN, AS WELL AS THE RISK FACTORS SET FORTH THEREIN, AND (2) THE SIGNIFICANT ASSUMPTIONS, QUALIFICATIONS, AND NOTES SET FORTH BELOW.

THE DEBTORS DO NOT, AS A MATTER OF COURSE, PUBLISH OR DISCLOSE THEIR FINANCIAL PROJECTIONS. ACCORDINGLY, THE DEBTORS RESERVE THE RIGHT TO, BUT DISCLAIM ANY OBLIGATION TO, (A) FURNISH UPDATED FINANCIAL PROJECTIONS TO HOLDERS OF CLAIMS OR INTERESTS AT ANY TIME IN THE FUTURE, (B) INCLUDE UPDATED INFORMATION IN ANY DOCUMENTS THAT MAY BE REQUIRED TO BE FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, OR (C) OTHERWISE MAKE UPDATED INFORMATION OR FINANCIAL PROJECTIONS

PUBLICLY AVAILABLE. THE SUMMARY FINANCIAL PROJECTIONS AND RELATED INFORMATION PROVIDED IN THE DISCLOSURE STATEMENT AND THE EXHIBITS THERETO HAVE BEEN PREPARED BY MANAGEMENT. THE FINANCIAL PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, 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, AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE DEBTORS' CONTROL. SOME ASSUMPTIONS MAY NOT MATERIALIZE AND EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THE FINANCIAL PROJECTIONS WERE PREPARED MAY BE DIFFERENT FROM THOSE ASSUMED OR MAY BE UNANTICIPATED, AND THUS MAY AFFECT FINANCIAL RESULTS IN A MATERIAL AND POSSIBLY ADVERSE MANNER. THE FINANCIAL PROJECTIONS AND RELATED INFORMATION, THEREFORE, MAY NOT BE RELIED UPON AS A GUARANTEE OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR.

MOREOVER, THE PROJECTIONS CONTAIN CERTAIN STATEMENTS THAT ARE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. THESE STATEMENTS ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS, INCLUDING THE IMPLEMENTATION OF THE PLAN, THE CONTINUING AVAILABILITY OF SUFFICIENT BORROWING CAPACITY OR OTHER FINANCING TO FUND OPERATIONS, EXISTING AND FUTURE GOVERNMENTAL REGULATIONS AND ACTIONS OF GOVERNMENTAL BODIES, INDUSTRY-SPECIFIC RISK FACTORS, AND OTHER MARKET AND COMPETITIVE CONDITIONS, INCLUDING WITHOUT LIMITATION THOSE SET FORTH HEREIN. HOLDERS OF CLAIMS AND INTERESTS ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS ARE 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.

III. General Assumptions

1. Overview

- (a) The Financial Projections have been prepared on a total Company, consolidated basis, inclusive of the Company's Debtor and Non-Debtor affiliates
- (b) The Financial Projections are based upon, and assume the successful implementation of, the Debtors' Business Plan during the Projection Period.
- (c) The Financial Projections assume that the Plan will be consummated in accordance with

its terms and that all transactions contemplated by the Plan will be consummated by January 31, 2026 (the “Emergence Date”). Any significant delay in the Emergence Date may have a significant negative effect on the operations and financial performance of the Debtors, including an increased risk or inability to meet sales forecasts and the incurrence of higher reorganization expenses.

- (d) The opening post-emergence balance sheet as of January 31, 2026, was prepared utilizing the preliminary September 30, 2025, trial balance and projected results of operations and cash flows over the Projection Period to the assumed Emergence Date. Actual balances may vary from those reflected in the opening balance sheet due to variances in projections and potential changes in cash need to consummate the Plan. The reorganized pro forma balance sheets for the Projection Period contain certain pro forma adjustments as a result of consummation of the plan.
- (e) “Adjusted EBITDA” is a non-generally accepted accounting principles measure and should not be considered as an alternative to GAAP measures, such as net income, operating income, cash flow from operating activities, or any other GAAP measure of financial performance.

The Financial Projections account for the reorganization and related transactions pursuant to the Plan. The Financial Projections do not incorporate any accounting adjustments to assets, liabilities, or equity values resultant from Emergence Date valuation adjustments contemplated under applicable U.S. GAAP or IFRS guidance. When the Debtors fully implement applicable accounting adjustments related to implementation of the Emergence Date valuation, differences from the depiction presented are anticipated and those differences could be material. In addition to valuing assets, liabilities, and equity instruments in line with applicable U.S. GAAP or IFRS guidance, the Debtors will have tax professionals analyze any go forward tax implications as a result of the restructuring transaction. Further, these Financial Projections do not explicitly contemplate or include cancellation of debt income. The Financial Projections account for the anticipated restructuring transaction and related transactions pursuant to the Plan, but do not account for the final tax analysis that will be completed prior to emergence. Moreover, the Financial Projections make certain assumptions about the transaction steps that will be taken to effectuate the restructuring transaction and related transactions pursuant to the Plan, which steps have not yet been finalized. The finalization of the transaction steps and tax analysis may materially impact these Financial Projections.

2. Restructuring Assumptions

- (a) The Financial Projections assume a post-emergence capital structure consisting of:
 - i. Exit Facility: €1,046 million principal, with interest payable quarterly (a) through June 30, 2027, at the Company’s election at either (i) E/S + 6.00% payable in Cash, or (ii) E/S + 2.00% payable in Cash and 5.00% payable in kind, and (b) after June 30, 2027, E/S + 6.00% payable in cash

- ii. Incremental Take-Back-Debt: €17.5 million principal, interest payable quarterly (a) through June 30, 2027, at the Company's election at either (i) E/S + 6.00% payable in Cash, or (ii) E/S + 2.00% payable in Cash and 5.00% payable in kind, and (b) after June 30, 2027, E/S + 6.00% payable in cash
 - iii. Certain local loans and factoring debt assumed to be unimpaired by these processes
- (b) The Financial Projections assume that all other pre-petition debt claims (but for the local loans and factoring debt) are extinguished at emergence

3. Operational Assumptions

Klöckner Pentaplast's ("kp") business is divided into two main segments: (i) Pharma, Durables, Health ("PHD") Segment, and (ii) Food Packaging ("FP") Segment. The PHD segment manufactures high-barrier and specialized films used in pharmaceutical blister packaging, medical devices, and a variety of durable goods applications. The FP segment produces an expansive range of rigid and flexible packaging films designed primarily for the fresh protein, food service, and consumer food markets.

The Financial Projections assume continued operations of the Debtors' two main segments:

- (a) **PHD:** PHD represents the Company's portfolio of Pharma, Health, and Durables products with 10 manufacturing facilities in North America, South America, Europe, and Asia. The segment serves approximately 3,000 customers globally and produced and sold 226 kilotons of product in the twelve-month period ending on December 31, 2024. Over the same period, the net operating revenue from the PHD segment was approximately €980 million and comprised 53% of total revenue. The PHD segment is further broken into sub-segments:
- i. **Pharma:** The pharma sub-segment specializes in packaging solutions for pharmaceutical and nutraceutical (*i.e.* dietary and nutritional supplements) products. The Company has been able to differentiate its pharma business from competitors through proprietary coating and lamination technologies that enable kp to produce a diverse high-quality range of mono- and multi-layer films with precise moisture, oxygen, and light barrier properties, ensuring the integrity, stability and shelf life of solid oral dose medications.
 - ii. **Health:** The health sub-segment focuses on the production of packaging for medical devices, consumer packaging, and labels. Medical devices include specifically formulated rigid films manufactured to the highest standards and in strict compliance with cGMP standards to protect fragile medical devices such as plastic trays used to store forceps, syringes, and catheters. Consumer packaging includes innovative Pentaform technology and other high-performance films used in the packaging of healthcare and personal care products. The solutions combine formability, clarity, and recyclability to meet both functional and sustainability needs. Labels include specialty shrink sleeve

films that are compatible with a range of products.

- iii. **Durables:** The durables sub-segment focuses on the production of high-performance films used in graphics, cards, decorative, and industrial applications. End products range from credit cards and signage to decorative and protective films used across furniture and automotive interiors.
- (b) **FP:** FP represents the Company's portfolio of rigid, flexible, and thermoformed packaging solutions designed primarily for the fresh protein, food service, and consumer food markets. The Debtors produce the products using a wide range of polymers, including polyethylene terephthalate (PET), polystyrene (PS), polyethylene (PE), polypropylene (PP), and polyvinyl chloride (PVC). Production within the segment involves a series of extrusion, co-extrusion and thermoforming processes tailored to the performance requirements of each end application. During production, polymer resins are compounded, melted, and extruded into films of varying thickness and properties, which are then rolled, laminated, or thermoformed into trays, lids, or wraps.

The Company's FP business operates production lines across 20 manufacturing facilities located in North America, Europe, and Asia. These facilities are equipped with multi-layer co-extrusion and in-line thermoforming capabilities, allowing kp to combine multiple polymer layers and recycled materials to deliver optimal performance, sustainability, and cost efficiency. The segment also incorporates advanced recycling technologies that enable the reintegration of post-consumer recycled PET (rPET) into new products, supporting kp's sustainability objectives. The food packaging solutions are engineered to preserve freshness, extend shelf life, and enhance product presentation while maintaining strict compliance with global food safety and regulatory standards. Kp offers a broad range of customizable formats developed in collaboration with global customers to meet specific functional and aesthetic requirements. For the twelve-month period ending December 31, 2024, the Company produced and sold approximately 277 kilotons of product, generating €866 million in net revenue, representing 47% of total consolidated revenue.

NON-GAAP UNAUDITED PROJECTED OPENING BALANCE SHEET*€ in millions*

	Notes	Predecessor Pro-Forma 01/31/26	Total Adjustments	Successor Pro-Forma 01/31/26
<u>Assets</u>				
Cash and Cash Equivalents	(A)	€ 111		€ 111
Accounts Receivable	(B)	111		111
Inventory	(B)	172		172
Prepaid Expenses & Other Current Assets	(B)	96		96
Total Current Assets		491	-	491
Property, Plant & Equipment	(C)	467		467
Right of Use Assets	(D)	97		97
Other Long-Term Assets	(E)	319		319
Total Long-Term Assets		883	-	883
Total Assets		€ 1,373	€ 0	€ 1,373
<u>Liabilities & Equity</u>				
Accounts Payable	(B)	130		130
Accrued Expenses & Other Current Liabilities	(B)	211		211
Total Current Liabilities		341	-	341
Long-Term Debt	(F)	2,583	(1,520)	1,064
Other Long-Term Liabilities	(G)	142		142
Local Lines	(H)	29		29
Total Long-Term Liabilities		2,754	(1,520)	1,234
Total Liabilities		€ 3,095	(€ 1,520)	€ 1,575
Total Equity	(I)	(1,722)	1,520	(202)
Total Liabilities & Equity		€ 1,373	€ 0	€ 1,373

THIS ANALYSIS DOES NOT ADDRESS THE ENTERPRISE VALUE OF THE SUCCESSOR BALANCE SHEET, AND DOES NOT INCLUDE ASSOCIATED U.S. GAAP OR IFRS ACCOUNTING ADJUSTMENTS ASSOCIATED WITH AN EMERGENCE DATE VALUATION OF ASSETS, LIABILITIES, AND EQUITY. VALUES MAY VARY MATERIALLY UPON IMPLEMENTATION OF APPLICABLE EMERGENCE DATE VALUATION ADJUSTMENTS.

NON-GAAP UNAUDITED PROJECTED BALANCE SHEET*€ in millions*

		Emergence						
	Notes	Q4 2025	Jan'26	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Assets								
Cash and Cash Equivalents	(A)	€ 149	€ 111	€ 161	€ 208	€ 207	€ 221	€ 251
Accounts Receivable	(B)	109	111	96	101	104	106	109
Inventory	(B)	170	172	175	182	185	189	193
Prepaid Expenses & Other Current Assets	(B)	96	96	96	96	96	96	96
Total Current Assets		€ 524	€ 491	€ 528	€ 587	€ 592	€ 613	€ 649
Property, Plant & Equipment	(C)	469	467	444	420	395	371	346
Right of Use Assets	(D)	97	97	97	97	97	97	97
Other Long-Term Assets	(E)	319	319	319	319	319	319	319
Total Long-Term Assets		€ 885	€ 883	€ 860	€ 836	€ 811	€ 787	€ 762
Total Assets		€ 1,409	€ 1,373	€ 1,389	€ 1,423	€ 1,403	€ 1,400	€ 1,411
Liabilities & Equity								
Accounts Payable	(B)	€ 129	€ 130	€ 152	€ 206	€ 210	€ 215	€ 219
Accrued Expenses & Other Current Liabilities	(B)	211	211	206	192	179	165	150
Total Current Liabilities		€ 341	€ 341	€ 358	€ 398	€ 389	€ 379	€ 369
Long-Term Debt	(F)	2,581	1,064	1,114	1,142	1,142	1,142	1,142
Other Long-Term Liabilities	(G)	144	142	119	93	68	43	18
Local Lines	(H)	30	29	18	9	8	7	7
Total Long-Term Liabilities		€ 2,755	€ 1,234	€ 1,250	€ 1,245	€ 1,218	€ 1,193	€ 1,167
Total Liabilities		€ 3,095	€ 1,575	€ 1,608	€ 1,643	€ 1,607	€ 1,572	€ 1,537
Total Equity	(I)	(1,686)	(202)	(219)	(220)	(204)	(173)	(125)
Total Liabilities & Equity		€ 1,409	€ 1,373	€ 1,389	€ 1,423	€ 1,403	€ 1,400	€ 1,411

THIS ANALYSIS DOES NOT ADDRESS THE ENTERPRISE VALUE OF THE SUCCESSOR BALANCE SHEET, AND DOES NOT INCLUDE ASSOCIATED U.S. GAAP OR IFRS ACCOUNTING ADJUSTMENTS ASSOCIATED WITH AN EMERGENCE DATE VALUATION OF ASSETS, LIABILITIES, AND EQUITY. VALUES MAY VARY MATERIALLY UPON IMPLEMENTATION OF APPLICABLE EMERGENCE DATE VALUATION ADJUSTMENTS.

NON-GAAP UNAUDITED PROJECTED INCOME STATEMENT*€ in millions*

		<i>Emergence</i>							
		Q4 2025	Jan '26	Feb-Dec '26	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Revenue	(J)	405	143	1,611	1,754	1,795	1,840	1,887	1,938
COGS	(K)	(333)	(115)	(1,288)	(1,404)	(1,430)	(1,459)	(1,488)	(1,519)
Gross Profit		€ 72	€ 27	€ 323	€ 350	€ 365	€ 381	€ 399	€ 419
Adjusted EBITDA		40	16	197	212	231	247	265	285
Cash Adjustments	(L)	(15)	(1)	(9)	(10)	(10)	(10)	(10)	(10)
Restructuring Items	(M)	(50)	(33)	-	(33)	-	-	-	-
EBITDA		(€ 25)	(€ 18)	€ 187	€ 169	€ 221	€ 237	€ 255	€ 275
Depreciation (excl. Amortization)		(19)	(6)	(68)	(74)	(74)	(74)	(74)	(74)
EBIT		(€ 44)	(€ 24)	€ 119	€ 95	€ 147	€ 162	€ 181	€ 201
Factoring	(N)	(4)	(2)	(18)	(20)	(20)	(20)	(20)	(20)
Interest Expense	(O)	(17)	(8)	(98)	(106)	(105)	(102)	(103)	(105)
Income Taxes	(P)	(4)	(2)	(19)	(21)	(23)	(25)	(27)	(29)
Net Income (Loss)		(€ 68)	(€ 36)	(€ 17)	(€ 53)	(€ 1)	€ 16	€ 31	€ 47

**NON-GAAP UNAUDITED PROJECTED STATEMENT OF
CASH FLOWS**

€ in millions

	<i>Emergence</i>						
	Q4 2025	Jan '26	Feb-Dec '26	FY 2027	FY 2028	FY 2029	FY 2030
<u>CASH FLOW FROM OPERATING ACTIVITIES:</u>							
Net Income (Loss)	(€ 68)	(€ 36)	(€ 17)	(€ 1)	€ 16	€ 31	€ 47
Depreciation & Amortization	19	6	68	74	74	74	74
PIK Interest & Fees	5	3	50	28	-	-	-
Total Addbacks	24	9	119	103	74	74	74
Change in Working Capital	(123)	(3)	33	43	(2)	(2)	(2)
Other Assets / Liabilities	(6)	(0)	(5)	(13)	(14)	(14)	(15)
Cash Flow from Operating Activities	(€ 174)	(€ 30)	€ 130	€ 131	€ 75	€ 90	€ 105
<u>CASH FLOW FROM INVESTING ACTIVITIES:</u>							
Capital Expenditure	(14)	(4)	(46)	(50)	(50)	(50)	(50)
Cash Flow from Investing Activities	(€ 14)	(€ 4)	(€ 46)	(€ 50)	(€ 50)	(€ 50)	(€ 50)
<u>CASH FLOW FROM FINANCING ACTIVITIES:</u>							
Borrowings (Repayment) on Long-Term Debt (Q)	215	-	-	-	-	-	-
Local Lines Amortization	(7)	(1)	(11)	(8)	(2)	(0)	(0)
Lease Payments	(6)	(2)	(23)	(25)	(25)	(25)	(25)
Cash Flow from Investing Activities	€ 202	(€ 3)	(€ 34)	(€ 34)	(€ 27)	(€ 25)	(€ 25)
Total Cash Flow	€ 14	(€ 38)	€ 49	€ 48	(€ 2)	€ 15	€ 29
Beginning Cash	€ 135	€ 149	€ 111	€ 161	€ 208	€ 207	€ 221
Change in Cash	14	(38)	49	48	(2)	15	29
Ending Cash (R)	€ 149	€ 111	€ 161	€ 208	€ 207	€ 221	€ 251
<i>Memo: Unlevered Free Cash Flow</i>	<i>(139)</i>	<i>1</i>	<i>95</i>	<i>123</i>	<i>99</i>	<i>117</i>	<i>134</i>

NOTES TO FINANCIAL PROJECTIONS

Note A – Cash and Cash Equivalents

Includes consolidated cash and restricted cash balances of the Company for all entities and subsidiaries.

Note B – Working Capital Accounts

The Financial Projections assume the Company's working capital accounts, including accounts receivable, inventory, prepaid expenses, other current assets, accounts payable, accrued expenses, and other current liabilities are in-line with historical relationships to revenue and expense activity. Working capital balances fluctuate during the year depending on seasonality and the year-end balances shown herein may not be representative of the ending monthly balances during the year. The Financial Projections assume working capital will normalize post-emergence and gradually return to terms in line with Management's expectation of stabilized working capital, particularly Accounts Payable and the associated metric of Days Payable Outstanding.

Note C – Plant, Property & Equipment, Net

Primarily includes machinery and equipment, building and improvements, land and improvements, office furniture, fixtures, and capitalized software. These assets are stated at cost less accumulated depreciation and reflect the Company's capital expenditure assumptions during the Projection Period.

Note D – Right-of-Use Assets & Lease Liabilities

The Company leases real estate, equipment, vehicles, and automobiles under finance lease agreements that have initial terms ranging from 1 to 50 years. The Financial Projections assume no changes to right-of-use assets or corresponding finance lease liabilities, nor any amortization associated with finance leases.

Note E – Other Long-Term Assets

Other long-term assets include intangible assets, goodwill, deferred tax assets, and other miscellaneous assets. Other long-term assets category is subject to material change based on potential implementation of fresh start accounting in connection with emergence.

Note F – Long-Term Debt

The balance sheet included in the Projections presents a pro-forma view assuming the effect of certain adjustments related to the Reorganized Debtors' emergence from these Chapter 11 Cases. These adjustments primarily relate to the conversion of borrowings under certain pre-petition Debt facilities into the Reorganized Debtors' Exit Facility, along with the extinguishment of all other pre-petition debt (but for Local Lines and factoring debt). The Financial Projections include pro forma adjustments to reflect the proposed restructuring, but do not purport to represent all adjustments required under U.S. GAAP or IFRS. The Projections assume that the Reorganized Debtors are able to secure financing in the form of the Exit Facility.

Note G – Other Long-Term Liabilities

Includes operating lease liabilities, pension, deferred tax liabilities, accrued insurance and bonuses, and other miscellaneous long-term liabilities. The Financial Projections reflect the cash timing of assumed employee bonus payments. Reduction in Other Long-Term Liabilities is primarily driven by the amortization of lease liabilities. Other long-term liabilities are subject to material change upon fully implementing Emergence Date accounting valuations applicable under U.S. GAAP and IFRS.

Note H – Local Lines

Includes Local Line facilities, which are assumed to remain in place and unaffected by the Chapter 11 Cases. Amortization and interest payments paid consistent with existing agreements.

Note I – Stockholders Equity

Represents the net book value of stockholders' equity. The Financial Projections do not reestablish Asset, Equity and Enterprise Values consistent with applicable Emergence Date accounting valuations contemplated under U.S. GAAP and IFRS, which may result in material changes to Stockholders Equity values.

Note J – Total Revenue

The Financial Projections are based on Management's view of the Reorganized Debtors' market position, strategy, and overall economic outlook. The Financial Projections were developed under the assumption that growth rates are aligned with projected market growth rates, adjusted for the Debtors geographical footprint and products. Pricing is assumed to remain in line with historicals. As a result, Revenues are projected to increase by approximately 2.0% CAGR from FY 2025 to FY 2030, reflecting Management's assumptions with respect to, among other things, production increases, pricing, inflation, and growth of select sub-segments. These projections do not assume any material acquisition or divestiture of manufacturing locations.

Note K – Cost of Goods Sold

Includes direct and indirect costs, including raw materials and supplies, direct and indirect labor, fixed production costs. Cost of Goods Sold reflects Management's assumptions regarding expected inflation during the Projection Period. However, inflation is largely assumed to be offset by increased productivity.

Note L – Cash Adjustments

Represents internal restructuring costs, unrelated to the Chapter 11 Cases, primarily related to operational initiatives.

Note M – Restructuring Items

Includes all professional fees incurred in connection with the Company's reorganization and certain employee costs. The Financial Projections reflect treatment of prepetition liabilities consistent with the Plan. These illustrative assumptions do not contemplate potential non-cash reorganization items contemplated under U.S. GAAP.

Note N – Factoring

Includes estimated factoring costs assumed to continue in the ordinary course.

Note O – Interest Expense

Includes estimated cash and, where applicable, PIK amounts under the pre-emergence and post-emergence capital structures, inclusive of local loans assumed to continue in the ordinary course. SOFR and EURIBOR rates are projected on the 3-month forward SOFR and EURIBOR curve over the Projection Period.

Note P – Income Taxes

Reflects the application of the estimated tax forecast as developed by the Debtors. Consolidated income tax expense is projected to increase due to increasing profitability levels during the Projection Period. These amounts could vary significantly pending the final tax analysis of the transaction and existing tax attributes.

Note Q – Borrowings (Repayment) on Long-Term Debt, Net

Primarily reflects the change in debt balances associated with the DIP financing and the exchange and debt issuance at emergence.

Note R – Liquidity

The Debtors project pro forma liquidity of approximately €111 million on the Emergence Date.

Exhibit D

Liquidation Analysis

LIQUIDATION ANALYSIS FOR KLEOPATRA FINCO S.À R.L.

I. Best Interests Test

Under the “best interests” of creditors test set forth by section 1129(a)(7) of the Bankruptcy Code, the Bankruptcy Court may not confirm a chapter 11 plan unless each holder of a claim or interest either (a) accepts the Plan or (b) receives or retains under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code on the effective date. *See* 11 U.S.C. § 1129(a)(7). Accordingly, to demonstrate that the Plan satisfies the “best interests” of creditors test, the Debtors prepared the following hypothetical liquidation analysis (the “Liquidation Analysis”) based upon certain assumptions discussed in the Disclosure Statement and in the accompanying notes to the Liquidation Analysis.

The Liquidation Analysis estimates potential recoveries to holders of Allowed Claims pursuant to hypothetical chapter 7 liquidation of the Debtors’ assets (the “Assets”). This Liquidation Analysis (a) estimates the cash proceeds (the “Liquidation Proceeds”) that a chapter 7 trustee (the “Trustee”) would generate if each of the Chapter 11 Cases were converted to a chapter 7 case and the assets of each Debtor’s Estate were liquidated; (b) estimates the distribution (the “Liquidation Distribution”) that each Holder of a Claim or Interest would receive from the Liquidation Proceeds under the priority scheme dictated in chapter 7; and (c) compares each Holder’s Liquidation Distribution to the distribution under the Plan that such Holder is projected to receive if the Plan were confirmed and consummated.

Based on the following Liquidation Analysis, the Debtors, with the assistance of their advisors, believe the Plan satisfies the best interests test and that each Holder of an impaired Claim or Interest will receive value under the Plan on the Effective Date that is not less than the value such Holder would receive if the Debtors liquidated under chapter 7 of the Bankruptcy Code or such Holder has otherwise committed to accept the Plan. The Debtors believe that this Liquidation Analysis and the conclusions set forth herein are fair and represent the Debtors’ best judgment regarding the results of a liquidation of the Debtors under chapter 7 of the Bankruptcy Code. This Liquidation Analysis was prepared for the sole purpose of assisting the Bankruptcy Court and potential Holders of Impaired Claims or Interests in making this determination and should not be used for any other purpose. Accordingly, asset values and claim amounts included herein may differ from amounts referred to in the Plan and Disclosure Statement.

II. Approach and Purpose of the Liquidation Analysis

Pursuant to the Plan and as set out in the Disclosure Statement, the Debtors have commenced a case under chapter 11. If, however, the Debtors' chapter 11 case is converted to a chapter 7 case, at which time operations are assumed to cease, the Debtors assume that each of their Non-Debtor subsidiaries and affiliates (collectively, the "Non-Debtors") will also have to commence chapter 7 cases concurrently given the interdependency between the two groups. The Non-Debtors require shared services, intercompany transactions, funding, and other support from the Debtors to continue to operate in the normal course. For example, the Non-Debtors rely on the Debtors to provide treasury support, including cash transfer functionality pursuant to cash pooling arrangements and support for day-to-day operations and cash funding requirements. The Non-Debtors also rely on the Debtors for payroll processing, accounting, procurement, and tax services. In addition, both the Debtors and Non-Debtors rely on the Klöckner brand and IP and an interconnected customer and vendor base. Accordingly, the Debtors have proceeded with this Liquidation Analysis on the assumption that Non-Debtors will commence cases under chapter 7 of the Bankruptcy Code and creditors will be able to realize value from the assets of those entities to the extent of any valid claims against those entities.

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a chapter 7 case is an uncertain process involving estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to business, economic, market, and competitive uncertainties and contingencies outside of the control of the Debtors, its management team, and its advisors. In addition, the Debtor's management team cannot judge with any degree of certainty the recovery that may result from asset sales pursuant to a chapter 7 liquidation. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable good faith estimate of the proceeds that would be generated if the Debtors were liquidated in accordance with chapter 7 of the Bankruptcy Code to project potential recoveries to creditors in such a scenario. ACTUAL RESULTS COULD VARY.

The underlying financial information in the Liquidation Analysis was not compiled or examined by any independent accountants. No independent appraisals were conducted in preparing the Liquidation Analysis.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon the review of liabilities in the Debtors' books and records. The Liquidation Analysis includes estimates for Claims that could be asserted and Allowed in a chapter 7 liquidation, including administrative claims, wind-down costs, trustee fees, and professional fees required to facilitate disposition of certain assets in a value maximizing manner, that otherwise would not exist in a chapter 11 proceeding. The Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied upon for determining the value of any distribution to be made on account of Allowed Claims under the Plan.

III. Global Assumptions

The Liquidation Analysis should be read in conjunction with the following global notes and assumptions:

1. Basis of Presentation

This Liquidation Analysis reflects estimated asset and liability values as of February 2, 2026, unless as otherwise indicated. Projected asset and liability values are based on the Debtors' unaudited, consolidating financial statements as of September 30, 2025, adjusted for anticipated changes in cash, accounts payable, debt balances, and accrued amounts based on a combination of the Debtors' DIP Budget, DIP financing, and adjustments related to recoverability of assets, cash obligations for liabilities, and anticipated set-off between certain asset and liability types. The Liquidation Analysis assumes that the Debtors would be liquidated in a jointly administered proceeding, and substantive consolidation is considered for each of the Debtor and Non-Debtor entity groupings. Asset recoveries included in the Liquidation Analysis reflect the Debtors' business judgement as to the recoverable value in a liquidation. The time it takes to sell such assets could have a material impact on results.

2. Chapter 7 Process

This Liquidation Analysis has been prepared assuming that the Debtors would convert their cases from chapter 11 cases to chapter 7 cases on the Effective Date, which would be expected to occur on February 2, 2026 (the "Conversion Date") and would be liquidated thereafter pursuant to chapter 7 of the Bankruptcy Code. Such conversion is expected to trigger the commencement of chapter 7 cases for all Debtors and Non-Debtor subsidiaries and affiliates. On the Conversion Date, it is assumed that the Bankruptcy Court would appoint the Trustee to conduct the liquidation of the estates, during which time all assets would be sold, and the cash proceeds, net of liquidation-related costs, including trustee fees, other professional fees, and operational wind-down costs, would then be distributed to creditors in accordance with priority scheme under section 726 of the Bankruptcy Code. Under section 704 of the Bankruptcy Code, a Trustee must, among other duties, collect and convert the property of the estate as expeditiously as is compatible with the best interests of parties in interest, which could result in potentially distressed recoveries. To maximize value of the Estate, the Trustee is assumed to maintain the staff required to support the sale and transition of assets over an assumed 6-month period. A limited number of professionals are assumed to be hired by the Trustee to assist in the monetization of assets, making distributions to creditors, and if necessary, provide other case administration duties, and conclude the cases.

3. Adjusted Pro Forma Book Values and Estimated Claim Values

Adjusted Pro Forma Book Values, as reflected in the accompanying schedules, represent an estimate of the amount of the book value of assets a Trustee would work to recover during a chapter 7 liquidation. Estimated Claims Values represent an estimate of the book value of liabilities at the Conversion Date. The values are estimated based on the Debtors' projected balances as of February 2, 2026 reflecting the following:

- Impacts of projected adjustments from the Debtors' books and records as of September 30, 2025, to the Conversion Date, primarily associated with anticipated changes in cash position
- Adjustments to accounts payable, to reflect the paydown of prepetition Accounts Payable assumed as a function of first day relief
- Inclusion of the Debtors' DIP financing, and the ratable adjustment to outstanding First Lien Claims that would occur as a result of the roll-up of a portion of the First Lien Claims into the DIP facility

4. Avoidance Actions

No recovery or related litigation costs attributable to any potential avoidance actions under the Bankruptcy Code, including potential preference or fraudulent transfer actions, are assumed within this analysis.

5. Litigation

The Liquidation Analysis does not consider any recovery or claims that may arise from the outcome of current or potential actions by or against the Debtors.

IV. Conclusion

The Debtors have determined that upon the Effective Date, the Plan will provide all holders of Claims and Interests with a recovery (if any) that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors under Chapter 7 of the Bankruptcy Code. Accordingly, the Debtors believe that the Plan satisfies the requirement of section 1129(a)(7) of the Bankruptcy Code.

V. Liquidation Analysis

Debtor Only:

(€ in millions)

		Actual		Adj. Pro Forma					
		Book Value		Book Value		Recovery %		Est. Asset Recovery	
		(9/30/2025)		(2/2/2026)					
						Low High		Low High	
Assets		Notes							
Cash	(A)	€	72	€	95	100%	100%	€	95
Restricted Cash	(B)		19		34	100%	100%		34
Accounts Receivable	(C)		216		216	64%	95%		138
Inventory	(D)		95		95	45%	66%		42
Derivative Financial Instruments	(E)		2		2	70%	90%		2
Plant, Property & Equipment	(F)		367		367	31%	46%		115
Total Intangibles	(G)		74		74	0%	0%		-
Other Assets	(H)		126		126	15%	25%		19
Intercompany Receivables	(I)		8,516		8,516	1%	2%		96
Gross Asset Proceeds		€	9,487	€	9,523	6%	8%	€	540
Liquidation Costs		(J)							
(-) Operational Expenses									(94)
(-) Chapter 7 - Trustee Fees									(9)
(-) Chapter 7 - Professional Fees									(9)
(-) Professional Fee Carve-Out									(15)
(-) Total Liquidation Costs									(128)
Net Assets Available for Distribution to Creditors								€	412
								€	661

Non-Debtors Only:

(€ in millions)

	Actual Book Value (9/30/2025)		Adj. Pro Forma Book Value (2/2/2026)		Recovery %		Est. Asset Recovery	
Assets					Low	High	Low	High
Cash	€	43	€	30	100%	100%	€ 30	€ 30
Restricted Cash		0		-	100%	100%	-	-
Accounts Receivable		106		106	64%	95%	68	100
Inventory		78		78	44%	66%	35	52
Derivative Financial Instruments		-		-	70%	90%	-	-
Plant, Property & Equipment		195		195	33%	49%	63	94
Total Intangibles		7		7	0%	0%	-	-
Other Assets		34		34	15%	25%	5	8
Intercompany Receivables		4,494		4,494	0%	0%	-	-
Gross Asset Proceeds	€	4,957	€	4,944	4%	6%	€ 201	€ 285
Liquidation Costs								
(-) Operational Expenses							(45)	(34)
(-) Chapter 7 - Trustee Fees							(5)	(8)
(-) Chapter 7 - Professional Fees							(5)	(5)
(-) Professional Fee Carve-Out							-	-
(-) Total Liquidation Costs							(55)	(47)
Net Assets Available for Distribution to Creditors							€ 145	€ 238
Claims								
	Estimated Claim Value				Recovery %		Est. Claim Recovery	
	Low	High	Low	High	Low	High	Low	High
Secured Claims								
DIP Claims	€ -	€ -			0%	0%	€ -	€ -
Factoring Program Superpriority Claims	34	34			100%	100%	34	34
Total Superpriority Claims	34	34			100%	100%	34	34
First Lien Claims	-	-			0%	0%	-	-
Second Lien Notes	-	-			0%	0%	-	-
Net Proceeds Available for Admin / Unsecured Claims							111	204
Administrative / Priority Expense Claims								
Administrative Expense Claims	-	-			0%	0%	-	-
Priority Expense Claims	-	-			0%	0%	-	-
Priority Tax Claims	-	-			0%	0%	-	-
Administrative / Priority Expense Claims	-	-			0%	0%	-	-
Net Proceeds Available for Unsecured Claims							111	204
Unsecured Claims								
Deficiency Claims	-	-			0%	0%	-	-
Unsecured Local Lines	9	9			13%	24%	1	2
Other General Unsecured Claims	113	113			13%	24%	15	27
Intercompany Claims	738	738			13%	24%	96	175
Tota Unsecured Claims	859	859			13%	24%	111	204
Net Proceeds Available for Equity Interests							-	-
Total Value Distributed					€ 893	€ 893	16%	27%
							€ 145	€ 238

Consolidated (Debtor and Non-Debtors):

(€ in millions)

	Actual Book Value (9/30/2025)		Adj. Pro Forma Book Value (2/2/2026)		Recovery %		Est. Asset Recovery	
Assets					Low	High	Low	High
Cash	€	115	€	125	100%	100%	€ 125	€ 125
Restricted Cash		20		34	100%	100%	34	34
Accounts Receivable		321		321	64%	95%	205	305
Inventory		173		173	44%	66%	77	114
Derivative Financial Instruments		2		2	70%	90%	2	2
Plant, Property & Equipment		562		562	32%	47%	179	264
Total Intangibles		81		81	0%	0%	-	-
Other Assets		160		160	15%	25%	24	40
Intercompany Receivables		13,011		13,011	1%	1%	96	175
Gross Asset Proceeds	€	14,444	€	14,468	5%	7%	€ 740	€ 1,059
Liquidation Costs								
(-) Operational Expenses							(139)	(108)
(-) Chapter 7 - Trustee Fees							(15)	(22)
(-) Chapter 7 - Professional Fees							(15)	(15)
(-) Professional Fee Carve-Out							(15)	(15)
(-) Total Liquidation Costs							(183)	(160)
Net Assets Available for Distribution to Creditors	€	557	€	899				
Claims								
	Estimated Claim Value				Recovery %		Est. Claim Recovery	
		Low		High	Low	High	Low	High
Secured Claims								
DIP Claims	€	1,046	€	1,046	26%	45%	€ 274	€ 471
Factoring Program Superpriority Claims		225		225	76%	100%	172	225
Total Superpriority Claims		1,270		1,270	35%	55%	446	696
First Lien Claims		1,220		1,220	0%	0%	-	-
Second Lien Notes		317		317	0%	0%	-	-
Net Proceeds Available for Admin / Unsecured Claims							111	204
Administrative / Priority Expense Claims								
Administrative Expense Claims		70		70	0%	0%	-	-
Priority Expense Claims		1		1	0%	0%	-	-
Priority Tax Claims		27		27	0%	0%	-	-
Administrative / Priority Expense Claims		99		99	0%	0%	-	-
Net Proceeds Available for Unsecured Claims							111	204
Unsecured Claims								
Deficiency Claims		2,362		2,112	0%	0%	-	-
Unsecured Local Lines		29		29	4%	7%	1	2
Other General Unsecured Claims		200		200	7%	13%	15	27
Intercompany Claims		1,704		1,704	6%	10%	96	175
Tota Unsecured Claims		4,295		4,046	3%	5%	111	204
Net Proceeds Available for Equity Interests							-	-
Total Value Distributed	€	5,981	€	5,731	9%	16%	€ 557	€ 899

VI. Notes to the Liquidation Analysis

All recoveries and recovery percentages cited in the notes below are presented on a consolidated basis. The mix of asset and claim recoveries may vary on an unconsolidated basis.

Asset Proceeds:

Note A – Cash

The projected cash balances as of the Conversion Date are based on the DIP Budget. The estimated recovery for this asset category is 100% of the Adjusted Pro Forma Book Value.

Note B – Restricted Cash

Restricted cash includes cash and cash equivalents for an interest reserve related to a portion of the prepetition First Lien debt and the prepetition Second Lien debt. Additionally, restricted cash includes amounts reserved for accrued and unpaid chapter 11 professional fees that are segregated in a professional fee escrow account. The estimated recovery for this asset category is 100% of the Adjusted Pro Forma Book Value.

Note C – Accounts Receivable

Accounts receivable represents gross amounts due from customers for products sold by the Debtors, estimated as of the Conversion Date. These amounts include receivables purchased by Factoring providers for certain entities that are party to the Factoring Agreements. Such purchased receivables by the Factors are treated as secured claims pledged to the factoring providers. Accounts receivable recoveries were based on the Debtors' historical collectability and management input. The estimated recovery for this asset category is 64% – 95% of the Adjusted Pro Forma Book Value.

Note D – Inventory

Inventory primarily consists of raw materials, work-in-process, and finished goods. This Liquidation Analysis assumes inventory is sold “as is, where is” as of the Conversion Date; therefore, raw materials and work-in-process inventory are not converted to finished goods. The ultimate purchasers of inventory would be responsible for arranging and paying for the transportation of purchased inventory. The estimated recovery for this asset category is 45% – 66% of the Adjusted Pro Forma Book Value.

- Finished goods are assumed to be sold to existing customers at discounted levels. Any remaining finished goods would be marketed to competitors.
- Work-in-process is assumed to be sold to existing customers, competitors, and brokers with appropriate discounts.

- Raw materials are assumed to be sold back to vendors or to existing customers, new customers, competitors, dealers, and brokers with appropriate discounts. These are highly commoditized materials that can be distributed back into the market.

Note E – Derivative Financial Instruments

Derivative financial instruments consist of interest rate cap swaps that are projected to be in an asset position as of the Conversion Date and are dependent on actual SOFR and EURIBOR rates at that time. The estimated recovery for this asset category is 70% – 90% of the Adjusted Pro Forma Book Value.

Note F – Plant, Property and Equipment

Property, Plant, and Equipment (“PP&E”) primarily includes the Debtors’ owned land, buildings, machinery & equipment, construction in process, and right-of-use leased assets. PP&E primarily consist of the Debtors’ property and equipment at their manufacturing facilities in Germany, Spain, France, the United Kingdom, and the United States. Assumed property recoveries considered appraisals for which certain properties were valued higher than net book values per the Debtors’ books and records, adjusted to an accelerated 6-month sale timeframe. Assumed machinery and equipment recoveries were largely based on comparable cases and the Debtors’ assessment of presumed recoveries. Right-of-use leases are assumed to have no recovery, as they are strictly used for accounting of leases and will be set-off with corresponding lease liabilities.

The Debtors assume a liquidating agent is hired by the Trustee and the manufacturing facilities begin the process of safely discounting operations as of the Conversion Date. Associated liquidating agent fees are accounted for in the net recovery amounts. The associated shutdown costs, including personnel and utility costs, are reflected in the liquidation costs, which are described later in the Liquidation Analysis. The Liquidation Analysis assumes the Debtors have access to all utilities. The estimated recovery for this asset category is 31% – 46% of the Adjusted Pro Forma Book Value.

Note G – Intangibles

Intangibles primarily include goodwill, proprietary software and technology, patents, trademarks, customer relationships, and licenses. For purposes of the Liquidation Analysis, intangibles are assumed to have no saleable value, as they are highly specialized and specific to the Debtors. No recoveries are assumed for goodwill recorded from prior acquisitions of subsidiaries and affiliates. The estimated recovery for this asset category is 0% of the Adjusted Pro Forma Book Value.

Note H – Other Assets

Other assets consist of deferred tax assets, factoring purchase price reserves, prepaid expenses, deposits, and various other miscellaneous assets. The estimated recovery for this asset category is 15% - 25% of the Adjusted Pro Forma Book Value, primarily related to assumed recoveries for the factoring reserves that are comparable to accounts receivable recoveries.

Note I – Intercompany Receivables

Intercompany receivables reflect the Debtors' books and records as of September 30, 2025, and consist of amounts receivable by Debtor entities from Non-Debtor entities. For purposes of the Liquidation Analysis, intercompany balances are unsecured claims, and recovery is based on the unsecured claims recovery percentages for the Non-Debtor entity group at which claims are asserted by the Debtors. No recovery is assumed on investments in subsidiaries and affiliates and recoveries are based on intercompany trade, loan, interest, and other receivables. The estimated recovery for this asset category is 1% – 2% of the Adjusted Pro Forma Book Value, which is derived from the Non-Debtor general unsecured claim recovery.

Liquidation Costs (Note J)

The Liquidation Analysis assumes a chapter 7 proceeding takes approximately 6 months from the Conversion Date to sell and facilitate the transition of assets. Liquidation costs consist of (a) the operating costs to manage the wind-down, (b) Trustee fees, (c) the costs of any Trustee professionals retained to assist with the liquidation process, and (d) a professional fee carve-out. Liquidation costs are assumed to be paid in full from asset recovery proceeds before the balance of those proceeds would be made available to claimants. Key assumptions by segment are as follows:

- Operational Expenses include the Debtors' facility shutdown and decommissioning costs, costs related to the liquidation of inventory, equipment, and real property, and other administrative costs required to wind down the Debtors' estates. These costs include, but are not limited to, payroll and benefits, severance, taxes, software and systems, insurance, occupancy costs, and administration and overhead costs. It is assumed that the Trustee will retain a limited group of Debtor personnel to facilitate the liquidation of remaining assets, decommissioning the facilities, marketing and selling of assets, collection of accounts receivables, and general administering of the Estates. Severance, inclusive of accrued and unpaid PTO balances, is assumed at 3 months' salary for all employees active at the Conversion Date, but actual results may vary and could have a significant impact on

proceeds available to satisfy claims. The wind-down process and period could vary in an actual liquidation, thereby impacting creditor recoveries.

- Chapter 7 – Trustee Fees are assumed to be 3.0% of gross asset proceeds excluding cash, restricted cash, and intercompany receivables, which is dictated by the fee guidelines of section 326(a) of the Bankruptcy Code and caps such fees at 3.0%.
- Chapter 7 – Professional Fees consist of legal and financial professionals assumed to be retained by the Trustee and broker fees to assist with the liquidation of assets. Such fees are assumed to be 2.0% to 3.0% of gross asset proceeds excluding cash, restricted cash, and intercompany receivables.
- Professional Fee Carve-Out amounts consist of chapter 11 professional fees accrued and unpaid on the Conversion Date. Amounts in the professional fee reserve, which is in the Restricted Cash balance, will be applied to satisfy the Professional Fee Carve-Out.

Claims

General Note: The Claims included herein are estimates and represent potential outcomes. The ultimate value of Allowed Claims, as well as the Debtor entities against which they are asserted, may vary significantly from what is estimated herein. The Debtors will reconcile Claims once they have been asserted. The ranges listed below or the inclusion of a particular type of Claim should not be construed as an admission, concession, or allowance of liability or estimation of the Debtors' views as to the value of said Claims.

Note K – Secured Claims

Secured claims consist of the following:

- DIP Claims are assumed to be approximately €1,046 million as of the Conversion Date. The DIP Claims are assumed to hold super-priority security over all of the Debtors' assets, excluding accounts receivables that are pledged to the Factors. The estimated recovery for Debtor DIP Claims is 26% - 45%.
- Factoring Program Superpriority Claims represent purchased accounts receivables by the Factors. The Factors have pledges on both purchased (approximately €191 million) and unpurchased accounts receivable (approximately €25 million) for the Debtor entities that participate in the Factoring Agreements. Accounts receivable proceeds associated with the Debtor entities party to these agreements are first applied to the Factoring Program

Superpriority Claims associated with purchased receivables. The estimated recovery for Debtor Factoring Program Superpriority Claims is 72% - 100%.

- First Lien Claims are assumed to be approximately €1,220 million as of the Conversion Date. The First Lien Claims represent the original prepetition first lien debt not included in the roll-up associated with the DIP Claim financing and are assumed to hold first lien security interest over all assets, but a security interest below that of the DIP Claims and excluding accounts receivables that are pledged to the Factors. The estimated recovery for Debtor First Lien Claims is 0%.
- Second Lien Notes claims are assumed to be approximately €317 million as of the Conversion Date, which are assumed to have lower security interest than the DIP Claims and First Lien Claims. The estimated recovery for the Debtor Second Lien Notes claims is 0%.

Note L – Administrative and Priority Expense Claims

Administrative and Priority Expense Claims primarily consist of post-petition trade and other related claims forecasted to be incurred but not yet paid by the Debtors as of February 2, 2026, and are assumed to be approximately €99 million. Additionally, these claims consist of certain unpaid prepetition priority employee claims, primarily unpaid bonuses and legacy medical, dental, and pharmacy claims, for the Debtors as of February 2, 2026. The estimated recovery for Administrative and Priority Expense Claims is 0%.

Note M – Unsecured Claims

Unsecured claims are comprised of deficiency claims, unsecured local lines of credit, and Debtor prepetition general unsecured claims forecasted to be incurred but not yet paid as of February 2, 2026, and intercompany claims. Deficiency claims are estimated to be approximately €2,112 – €2,362 million, as the secured claims are not estimated to be satisfied in full out of the asset proceeds. Unsecured Debtor local lines of credit are assumed to be €20 million. For purposes of the Liquidation Analysis, local lines are treated as unsecured claims, regardless of potential security interests or set-off rights that such claimants may have. Other general unsecured claims are estimated to be approximately €88 million, based on the Debtors' books and records as of September 30, 2025, and adjusted for estimated payments made prior to February 2, 2026 and anticipated impact of non-cash obligations. For example, certain foreign pension underfunding liabilities are covered by insurance or statutory agencies in the instance of insolvency. Intercompany claims are estimated to be approximately €966 million, based on the Debtors' books

and records as of September 30, 2025. The estimated recovery for Debtor Unsecured Claims is 0%.

Note N - Equity Interests

No recovery is assumed on account of Equity Interests for Kleopatra Finco S.à r.l. and related affiliates

Exhibit E

Simplified Organizational Chart

