

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

|                                                                                                                                  |                                                                |                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>In re:</b></p> <p><b>MOBILEUM, INC., <i>et al.</i>,</b></p> <p style="text-align: center;"><b>Debtors.<sup>1</sup></b></p> | <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> | <p><b>Chapter 11</b></p> <p><b>Case No. 24-90414 (CML)</b></p> <p><b>(Joint Administration Requested)</b></p> <p><b>(Emergency Hearing Requested)</b></p> |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|

**DECLARATION OF MIKE SALFITY IN SUPPORT OF  
DEBTORS' CHAPTER 11 PETITIONS AND FIRST DAY RELIEF**

I, Mike Salfity, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true and correct:

1. I am the Chief Executive Officer (“CEO”) of Mobileum, Inc. (and together with its debtor and certain non-debtor affiliates, “**Mobileum**” or the “**Company**”).<sup>2</sup> I was appointed as CEO in January 2024. Prior to that, from June 2023 to January 2024, I served as interim CEO, and from January 2023 to June 2023, Chief Operating Officer of Mobileum. Since 2022, in addition to my employment with Mobileum, I have concurrently held positions as an operating partner at H.I.G. Capital, LLC (“**H.I.G.**”), Executive Board Advisor at Exaat Corporation, Board Director at noHold Inc., and lecturer on strategy and leadership at University of Southern California Marshall School of Business. From 2018 to 2022, I also served as Chief Product Strategist and Global Head and General Manager of North America for Finastra Corp., a

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Mobileum, Inc. (7417); Matrix Intermediate, Inc. (7287); Matrix Holdco, LLC (0039); Matrix Parent, Inc. (9085); Mobile Acquisition Corp. (9591); SIGOS LLC (1763); UnwiredSoft, Inc. (2064); We Do Technologies Americas, Inc. (9338); Convene Networks LLC (2820); Developing Solutions Inc. (6177); and Phase 3 Innovations Holdings, Inc. (1899). The Debtors’ mailing address is 20813 Stevens Creek Boulevard, Suite 200, Cupertino, CA 95014.

<sup>2</sup> For the avoidance of doubt, H.I.G. Matrix Co-Investors, L.P. and H.I.G. Mobile, L.P. are non-Debtors and are not included in the definition of the Company.

financial software company. Prior to that, from 2010 to 2017, I held various positions including General Manager and Global Head of Graphics Solution Business and Chief Technology Officer, Printing Group and Vice President and General Manager of Enterprise Software Solutions at Hewlett Packard, Inc. Earlier in my career, I also served as Vice President, Global Software Delivery & Solutions Business Unit at Xerox Corporation. I hold a Bachelor of Science degree in Electrical Engineering and Computer Science from California State University, Long Beach, and a master's degree in business administration from the University of Southern California Marshall School of Business.<sup>3</sup>

2. On the date hereof (the “**Petition Date**”), the Debtors filed in this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). I am knowledgeable about and familiar with the Company's business and financial affairs directly since joining the company in 2023 and upon reasonable inquiry into periods prior to 2023. Except as otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by employees working under my supervision, my opinion based upon experience, knowledge, and information concerning the Company's operations and financial condition, my own reasonable inquiry, and/or my discussions with the Company's other officers, directors, and restructuring advisors, including professionals at Weil, Gotshal & Manges LLP (“**Weil**”), Evercore Group L.L.C. (“**Evercore**”), and FTI Consulting, Inc. (“**FTI**” and, together with Weil and Evercore, the “**Advisors**”). If called upon to testify, I would testify to the facts set forth in this Declaration.

---

<sup>3</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement (as defined below) or the Plan (as defined below), as applicable.]

3. This Declaration has been organized into five (5) sections. The **first** is a preliminary statement summarizing the Company's prepetition challenges and restructuring objectives. The **second** provides an overview of the Debtors and the Chapter 11 Cases, including the general framework for the Debtors' restructuring. The **third** describes the Company's business, its organizational and capital structure, its history and its current operations. The **fourth** describes the events leading to the filing of the Chapter 11 Cases and the Debtors' prepetition restructuring efforts. The **fifth** section summarizes the relief requested in, and the legal and factual bases supporting, the First Day Motions.

### **I. Preliminary Statement**

4. The commencement of these Chapter 11 Cases is a crucial step in Mobileum's journey to right-size its capital structure and restore customer confidence in the Mobileum brand and its incredible suite of products and services. We know that our customers will be closely following our Chapter 11 Cases and will be watching and waiting to see if the Company will deliver on its restructuring and its commitments. With these goals in mind, the Company vigorously negotiated with its Prepetition Lenders over the last nine months to achieve the fully-consensual, value-maximizing transaction described herein. Of the transactions that the Company considered, the transaction described herein provides the greatest and best chance at a successful restructuring and value-maximizing outcome. All this time, management has been working tirelessly to address the Company's operational issues and historical financial practices, which threatened to destabilize the business, and continue to grow the Company's market share and profitability. Although the restructuring negotiations took longer and cost more than the Company wanted, the final product of these negotiations is a fully consensual transaction that deleverages the Company's balance sheet and includes settlements with key stakeholders. Time is

crucial to the Company. Accordingly, the Company is seeking an expeditious chapter 11 timeline to provide certainty to its customers, employees, and stakeholders, and begin a new successful chapter.

5. The Company is the leading global provider of integrated analytics solutions for roaming and network services, security, risk management, customer engagement and experience, and testing and monitoring for global Communication Service Providers (“CSPs”). The Company’s integrated analytics solutions are provided through a combination of hardware, software, and cloud-based products, as well as maintenance, subscription, implementation services, and managed services for those products. Through this suite of innovative products and solutions, the Company is able to drive customer revenues, improve network security, minimize risk, and ensure active testing and monitoring.

6. As set forth in greater detail herein, since the Company’s founding in 2001, the Company has engaged in a series of investments and acquisitions to broaden the Company’s global reach and deepen its analytic capabilities. Despite the Company’s efforts to maintain its trajectory, including through a partial sale of the Company to H.I.G. in 2022 (discussed further herein), the Company struggled to achieve its financial goals and benchmarks. Further, in late May 2023, the Company was alerted to certain historical accounting irregularities that resulted in a material inflation of its historical revenue recognition and EBITDA, as well as its projected and actual performance. Notwithstanding efforts to combat these challenges and maintain profitability, the Company continues to face tightening liquidity and operational challenges.

7. Prior to the commencement of the Chapter 11 Cases, the Debtors, under the guidance of a Restructuring Committee and their Advisors, engaged in discussions with their key creditor constituencies with the goal of reaching a consensus around a restructuring transaction

that would substantially deleverage the Company's balance sheet. Engagement with such stakeholders, including (i) an ad hoc group of First Lien Lenders (the "**First Lien Ad Hoc Group**"), represented by Milbank LLP, as legal counsel, and Houlihan Lokey, Inc., as investment banker (the "**First Lien Advisors**"), and (ii) an ad hoc group of Second Lien Lenders (the "**Crossholder Ad Hoc Group**" and, together with the First Lien Ad Hoc Group, the "**Lender Groups**"), represented by Akin Gump Strauss Hauer & Feld LLP, as legal counsel, and Greenhill & Co., LLC, as investment banker (the "**Crossholder Advisors**" and, together with the First Lien Advisors, the "**Lender Advisors**"), involved, among other things, (x) the provision of a substantial amount of diligence to the Lender Groups and the Lender Advisors; (y) ongoing communication regarding the Company and its operations, and (z) weekly calls and in-person meetings with management to discuss potential restructuring alternatives. The Debtors also engaged in discussions with Matrix Topco, L.P., H.I.G. Technology Partners A, L.P., H.I.G. Technology Partners B, L.P., H.I.G. Europe Middle Market LBO Fund III, L.P., H.I.G. Middle Market LBO Fund III, L.P., H.I.G. Matrix Co-Investors, L.P., and H.I.G. Mobile, L.P. (collectively, in their capacity as direct or indirect record or beneficial holders of Interests in Matrix Topco, L.P., the "**Consenting Sponsor**"). Following such engagement, the parties began exchanging term sheets pertaining to a potential restructuring of the Company's funded debt in order to deleverage the Company's balance sheet and counteract its depleting liquidity to the benefit of all stakeholders.

8. Over the course of approximately nine months, the Debtors, the Consenting Parties, and their respective advisors engaged in extensive, arm's-length negotiations following which the Debtors determined it would be in the best interests of the estates and all stakeholders to pursue an in-court transaction with the support of the Consenting Parties.

9. In light of the foregoing, the Debtors have commenced the Chapter 11 Cases to implement a consensual restructuring (the “**Restructuring**”), supported by certain creditors that hold, manage, or control approximately 88% of funded indebtedness under the Prepetition First Lien Credit Agreement; 100% of funded indebtedness under the Note Purchase Agreement; and approximately 77% of funded indebtedness under the Prepetition Second Lien Credit Agreement (collectively, the “**Consenting Creditors**”) and the Consenting Sponsor (together with the Consenting Creditors, the “**Consenting Parties**”) that are party to that certain *Restructuring Support Agreement* dated as of July 23, 2024, annexed hereto as **Exhibit A** (as amended from time to time and including all exhibits thereto, the “**Restructuring Support Agreement**”). Subject to the terms and conditions of the Restructuring Support Agreement, the Restructuring will be implemented pursuant to the *Joint Chapter 11 Plan of Mobileum, Inc. and its Affiliated Debtors* (the “**Plan**”) filed contemporaneously herewith.

10. As set forth in greater detail in the Plan and in paragraphs 76 to 87 herein, the Restructuring provides for, among other things:

a. A substantial reduction of the Company’s balance sheet liabilities from approximately \$628 million in total debt to approximately \$160 million in total debt upon emergence, and a reduction of annual cash interest expenses by approximately \$52 million from \$70 million to \$18 million;

b. An agreement by certain First Lien Lenders to backstop, subject to the Court’s approval, up to \$60,000,000 in new money debtor-in-possession financing to fund the costs of the Restructuring;

c. An agreement by certain Second Lien Lenders to vote their Second Lien Debt Claims in favor of the Plan in exchange for the treatment afforded to them under the Plan;

d. A global resolution pertaining to the allocation of proceeds (if any) arising out of the Superior Court Litigation (as defined below); and

e. Satisfaction of general unsecured claims in full.

11. As set forth above, under the Plan, the Debtors will also enter into a DIP Facility consisting of DIP Loans (as defined below) in the aggregate principal amount of \$160,000,000 which, as of the Effective Date, will convert into the Exit Term Loan Facility (as defined below).

12. The Restructuring contemplated by the Restructuring Support Agreement and further detailed in the Plan will reduce the Company's funded indebtedness and interest expense, increase its liquidity, allow the Company to continue operating in the ordinary course of business with minimal disruption, and finance the Company's go-forward business through new exit financing. Specifically, the proposed Restructuring will substantially deleverage the Company's balance sheet from approximately \$628 million in total debt to approximately \$160 million in total debt upon emergence. Importantly, the Plan will not impair the allowed claims of any customer, vendor or employee, and the Debtors are seeking authority to pay such claims in full when due in the ordinary course of business. Through the chapter 11 process, the Debtors intend on emerging as a reorganized and stronger enterprise for their customers and stakeholders.

13. In addition to the above-described terms, the Restructuring Support Agreement contains milestones as agreed to by the Debtors and the Consenting Parties to facilitate efficient and expeditious chapter 11 cases to maximize the going-concern value of the Debtors'

estates. The proposed timeline for the Chapter 11 Cases appropriately balances the Debtors' need to complete their restructuring process quickly and their need to successfully effectuate the balance sheet restructuring described herein prior to emerging from chapter 11 as a going concern.

14. To minimize the duration and consequent impact of the Chapter 11 Cases on their business, the Debtors negotiated the Plan and commenced the solicitation of votes on the Plan prior to the Petition Date. On July 23, 2024, the Debtors served the *Disclosure Statement for Joint Chapter 11 Plan of Mobileum, Inc. and its Affiliated Debtors* (the “**Disclosure Statement**”) pursuant to sections 1125 and 1126(b) of the Bankruptcy Code on holders of impaired claims entitled to vote and have requested the voting creditors to submit their ballots by August 23, 2024 (Prevailing Central Time). The Debtors expect that, pursuant to the Restructuring Support Agreement, holders of First Lien Claims and Second Lien Debt Claims (each as defined in the Plan)—the only classes entitled to vote on the Plan—will vote to accept in excess of the statutory thresholds specified in section 1126(c) of the Bankruptcy Code.

15. To reap the full benefits of the consensual Restructuring and mitigate the risk of any business disruption, the Debtors must exit the Chapter 11 Cases quickly. In order to meet certain milestones for the restructuring process set forth in the Restructuring Support Agreement and to emerge from bankruptcy as swiftly as practicable, the Debtors have proposed the following key dates for the Chapter 11 Cases:

| <b>Event</b>                                                   | <b>Date/Deadline</b> |
|----------------------------------------------------------------|----------------------|
| Voting Record Date                                             | July 19, 2024        |
| Commencement of Plan Solicitation                              | July 23, 2024        |
| Petition Date                                                  | July 23, 2024        |
| File Plan Supplement                                           | August 16, 2024      |
| Voting Deadline                                                | August 23, 2024      |
| Deadline for Non-Voting Holders to Submit Release Opt-Out Form | August 23, 2024      |
| Plan / Disclosure Statement Objection Deadline                 | August 23, 2024      |
| Combined Hearing                                               | September 11, 2024   |
| Outside Date for Plan Effectiveness                            | September 26, 2024   |

16. With the support of their key stakeholders, the Debtors expect to—and, indeed, must—emerge from chapter 11 expeditiously with a healthier balance sheet and the ability to continue to provide high-quality service to their customers.

## **II. Overview**

17. As stated above, the Company is the leading global provider of integrated analytics solutions for roaming and network services, security, risk management, customer engagement and experience, and testing and monitoring for global CSPs. The Company serves more than 1,000 customers in over 150 countries, including most of the global Tier 1 telecommunications operators, and employs over 1,800 employees and contractors in approximately 60 countries.

18. Following its founding in 2001, Mobileum, which operated under the name Roamware Inc. until its 2014 rebrand, quickly became one of the market leaders in roaming products and services. Since that time, Mobileum has steadily grown its product and solutions offering through several rounds of strategic investment and various acquisitions described in detail herein. Mobileum’s innovative suite of products and solutions has attracted customers globally, who leverage the Company’s portfolio to grow and protect their revenues, innovate business models, improve customer experience, and reduce costs.

19. As set forth in greater detail herein, in March 2022, a group of funds advised by H.I.G. acquired a majority stake in the Company (the “**H.I.G. Acquisition**”). Under H.I.G.’s leadership, the Company focused on integrating prior acquisitions, R&D investment in cloud native technology architecture, and realignment of cost base driving efficiencies to optimize profitability. While H.I.G.’s leadership following the H.I.G. Acquisition accelerated technology investments and growth and resulted in greater integration of prior Company acquisitions, beginning in the latter half of 2022, the Company experienced financial difficulties due to, among other things: (a) a slowdown of customer spend; (b) talent churn and management turnover; (c) delayed cost controls; and, as uncovered later in 2023, (d) the impact of certain historical accounting irregularities and associated practices.

20. Since the first quarter of 2023, the Company’s management and H.I.G. have taken various steps to combat operational challenges and maintain profitability. Such efforts include (a) the placement of H.I.G. operating partners in key interim roles to lead business transformation initiatives and other talent upgrades; (b) improvements in product quality and productivity; (c) efforts to uncover and remedy historical accounting irregularities and other practices; and (d) the reorganization of business units and overhaul of the Company’s go-to-market process.

21. Although such initiatives have yielded positive momentum and growth for the Company, the Company continues to grapple with its tightening liquidity occasioned by the foregoing operational challenges, as well as certain additional challenges that have negatively impacted operations. Specifically, as set forth in greater detail below, in late May 2023, a member of the Topco Board (as defined below) was alerted to certain historical accounting irregularities that resulted in a material inflation of historical revenue recognition and EBITDA. Such

irregularities also resulted in, among other things, (i) a backlog of overdue and underserved projects, (ii) reputational challenges, (iii) the need to allocate talent and resources to addressing the historical accounting irregularities and other practices; and (iv) the incurrence of an unsustainable level of debt, each as described in more detail below.

22. To best position the Company to navigate the current environment and ensure its long-term growth and success, Mobileum must de-lever its balance sheet. Although the Debtors' business is operationally sound, the Debtors have substantial long-term funded debt that must be restructured. Through the Chapter 11 Cases, the Debtors will have the opportunity to address their substantial indebtedness, raise additional capital, and emerge a stronger global enterprise.

| <u>Existing Capital Structure</u> |              | <u>Pro Forma Capital Structure</u> |              |
|-----------------------------------|--------------|------------------------------------|--------------|
| <u>First-Lien Debt</u>            |              | <u>First-Lien Debt</u>             |              |
| RCF due 2027                      | \$53         | New 1L Term Loan Facility          | \$160        |
| 1L Term Loan due 2029             | 381          |                                    |              |
| Senior Secured Notes due 2029     | 32           |                                    |              |
| <b>Total First-Lien Debt</b>      | <b>\$465</b> | <b>Total First-Lien Debt</b>       | <b>\$160</b> |
| <u>Second-Lien Debt</u>           |              |                                    |              |
| Term Loan due 2030                | \$163        |                                    |              |
| <b>Total Debt</b>                 | <b>\$628</b> | <b>Total Debt</b>                  | <b>\$160</b> |

### III. Background

#### A. History and Formation

23. The Company was founded in 2001 through the merger of Mobileum and UnwiredSoft. Headquartered in Cupertino, California, the Company originally focused primarily on the roaming and network services market. Throughout its history, the Company has acquired various businesses, including Macalla Software in 2009; ADECEF, Unify, and IPCom in 2012; Evolved Intelligence in 2018; WeDo Technologies in 2019; SIGOS in 2020; Niometrics and Developing Solutions in 2021; and certain Guavus assets in 2023.

24. The Company's trajectory has also been a function of its historical ownership. In 2016, the Company was acquired by Audax Management Co. ("**Audax**"), which was responsible for leading many of the above-described acquisitions. Under Audax, the Company significantly broadened its solution set and product portfolio. In March 2022, H.I.G. acquired a majority stake in the Company for a purchase price of \$915 million through an affiliate of H.I.G. Technology Partners ("**H.I.G. Technology Partners**"), with Company management and Audax each retaining a minority equity stake and representation on the Board. The acquisition was partially financed through Mobileum's incurrence of significant debt.

## **B. Current Business Operations**

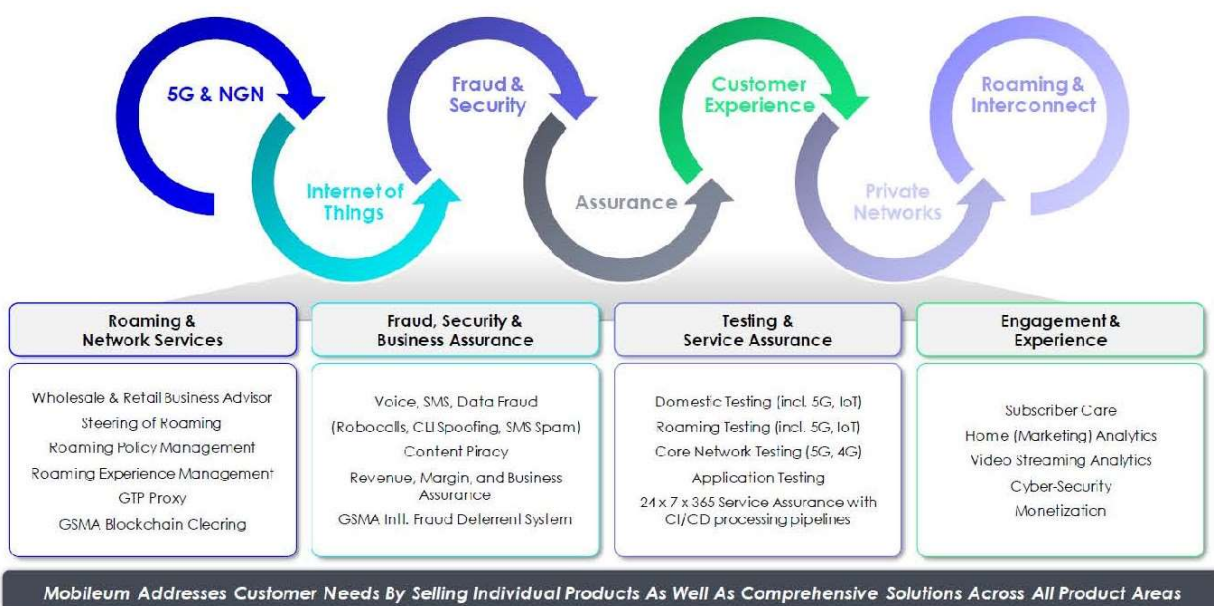
### **1. Products & Services**

25. As stated above, the Company is the leading provider of integrated analytics solutions for roaming and network services, security, risk management, customer engagement and experience, and testing and monitoring solutions for global CSPs. The Company's integrated analytics solutions are provided through a combination of hardware, software, and cloud-based products, as well as maintenance, subscription, implementation services, and managed services for those products.

26. The Company serves telecommunications operators worldwide. As described in greater detail below, the Company provides various solutions including, but not limited to, the following: (i) analyzing roaming data; (ii) directing roaming subscribers to partner networks when subscribers are traveling internationally; (iii) blocking the delivery of malicious messages to subscribers; (iv) testing mobile service in various locations without physically being present in such locations, including attaching to the network, placing calls, sending an SMS, and downloading/uploading a file; (v) reconciling revenue and expenses to ensure mobile operators do

not experience revenue leakage due to system or process weakness; (vi) identifying and blocking fraud; (vii) providing insights regarding customer experience on network across data, voice, messaging, and application usage; and (viii) identifying application usage and aggregating insights to monetize with third parties.

27. The Company has four main business segments: (i) Roaming and Network Services; (ii) Fraud, Security, and Business Assurance; (iii) Testing and Service Assurance; and (iv) Engagement and Experience. The key capabilities under each segment are set forth in the graphic below and described in greater detail herein:



28. ***Roaming and Network Services.*** Through the Company's Roaming and Network Services offering, telecom customers are able to control and optimize their subscribers' experiences when roaming internationally by automatically directing roaming customers to preferred networks based on analytics-driven insight into technology, quality of service, business targets, and wholesale costs, including by placing customers on partner networks that offer

attractive wholesale rates while optimizing network quality. This allows customers to effectively manage roaming agreements with other mobile operators to maximize revenue capture and alleviate quality concerns. Mobileum is one of the leading players in the steering of roaming market, which competitive positioning is attributable to its range of steering of roaming options, advanced 5G and VoLTE services, and superior roaming quality management on account of leveraging AI and machine learning.

29. This business segment also includes additional products which enable customers to, among other things: (i) manage campaigns and communications through an analytics-driven marketing platform, (ii) monitor roaming customer experience, (iii) ensure uninterrupted roaming services during 2G/3G sunset (i.e., as the industry transitions from 2G and 3G to newer 4G/LTE and 5G networks), and (iv) route and distinguish between data traffic.

30. ***Fraud, Security, and Business Assurance.*** The Fraud, Security, and Business Assurance segment detects fraud, spoofing, and other illegal network utilization and provides customers with solutions to manage threats in real time, including, for example, by swiftly identifying and automatically blocking various kinds of fraud. The software also works to recapture lost revenue by identifying tariff and billing errors.

31. This segment also includes (i) a Revenue and Business Assurance platform, which provides an end-to-end approach for monitoring and controlling revenue leakage in telecom environments due to misaligned usage records and (ii) a Proactive Risk Management program that provides customers with proactive fraud detection for preventing revenue losses.

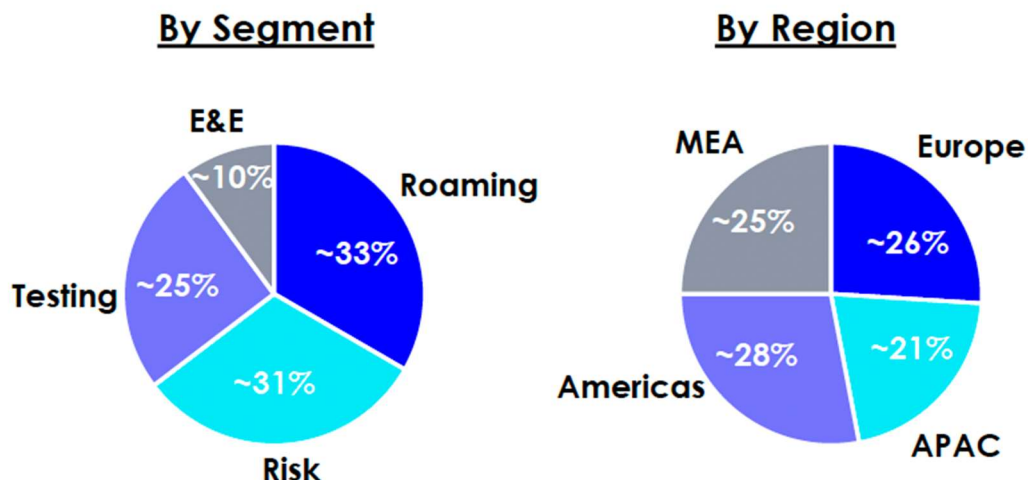
32. ***Testing and Service Assurance.*** The Testing and Service Assurance segment provides the world's leading end-to-end active testing platform to help telecom operators across the globe configure, schedule, edit, and analyze tests according to their preferences in order

to quickly and reliably ensure the successful launch of new services and technologies, including by virtualizing customers' SIM cards in any location to perform tests without incurring the expense of sending personnel to different countries. Mobileum offers an enhanced set of tools for continuous testing and operational process automation, which improves efficiency, reduces costs, and enables customers to roll out highly reliable services within their domestic markets. Through these products, Mobileum is the leading provider of roaming test solutions.

33. ***Engagement and Experience.*** Finally, the Engagement and Experience segment, which is a relatively new offering arising out of Mobileum's 2021 acquisition of Niometrics (Pte.) Ltd, analyzes subscriber experience to enhance services, reduce costs, and minimize churn. This segment includes Mobileum's "Home Analytics" solution, which provides customers with a consolidated view of their customers across both their fixed and mobile networks at the household level to identify which households present the greater opportunities for up-selling, cross-selling or new acquisition campaigns, including, for example, identifying broadband households that have mobile devices from other competitors.

## **2. Revenue Breakdown**

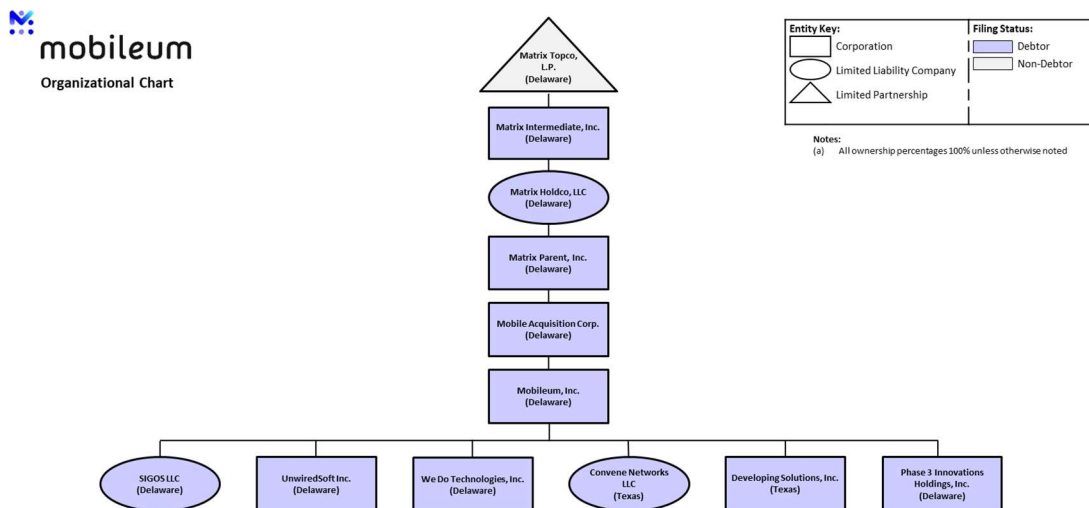
34. The Company's revenues streams are well diversified from both a geographic and segment perspective, as shown below:



35. The Company also benefits from a mix of both recurring and non-recurring revenue streams. The Company's recurring revenues include (i) maintenance services in the form of technical support for installed solutions, software updates and third-party hardware support, (ii) management of Mobileum-installed solutions, and (iii) testing subscriptions, pursuant to which customers purchase test units to be utilized over a certain time period (typically 12 months). The balance of the Company's revenues are comprised of its non-recurring sources of revenue, including (i) perpetual licenses to use Mobileum's software solutions, (ii) one-time software installation and integration performed by Mobileum delivery services teams, and (iii) third-party hardware and software to support the sale of Mobileum's software solutions. Despite current internal and external challenges facing the business, the Company's revenues through the first half of 2024 remain strong. Based on financial performance to date, the Company anticipates that recurring revenues will continue to steadily increase from 2024 through 2026 due to the diversified and loyal customer base. Concurrently, non-recurring revenues are projected to undergo a rebound throughout the remainder of 2024, followed by a transition to more consistent growth in 2025 and 2026.

### C. Corporate Structure, Governance & Management

36. The Debtors consist of Matrix Intermediate, Inc. (“**Intermediate**”), and certain of its wholly-owned subsidiaries, totaling 11 entities formed under the laws of Delaware and Texas. With the exception of Intermediate, each of the Debtors is an obligor of the Debtors’ prepetition funded debt. A chart illustrating the Company’s organizational structure as of the Petition Date is attached hereto as **Exhibit B**. The following chart depicts the Company’s abridged corporate structure:



37. As shown above, non-Debtor Matrix Topco, L.P. (“**Topco**”) is the Company’s ultimate parent, and all of the Debtors are wholly-owned direct or indirect subsidiaries of Topco. H.I.G. maintains a majority ownership stake in the Company through Topco. Mobileum, Inc. is the Company’s main operating entity, entering into lease, vendor, and other agreements on behalf of the Company, and funding payroll enterprise-wide. Matrix Parent, Inc. (“**Matrix Parent**”) is the primary obligor under the Company’s Prepetition Loan Agreements (as defined herein).

38. In February 2023, a new board of managers was appointed at Matrix Holdco, LLC (“**Holdings**” and such board of managers, the “**Holdings Board**”). In order to

implement this governance change, on February 24, 2023, Holdings was converted from a corporation to a limited liability company, and on December 20, 2023, Holdings' organizational documents were further amended to change it from a member-managed entity to a board-managed entity, including a requirement for two additional independent managers. Pursuant to this amendment, two independent managers and the existing Topco board members were appointed to the Holdings Board.

39. The current Holdings Board consists of eight (8) members, as shown below:

| Name            | Position                        |
|-----------------|---------------------------------|
| Nishant Nayyar  | Manager                         |
| Alexander Thorn | Manager                         |
| Iveshu Bhatia   | Manager                         |
| Tim Mack        | Manager                         |
| Mike Salfity    | Manager and CEO, Mobileum, Inc. |
| Gavin Patterson | Manager                         |
| Carol Flaton    | Manager                         |
| Nathan Lane     | Manager                         |

40. On December 20, 2023, in connection with its review and development of potential strategic alternatives, the Holdings Board formed a restructuring committee that includes three independent and disinterested managers (the “**Restructuring Committee**”): (i) Carol Flaton, (ii) Nathan Lane, and (iii) Gavin Patterson.<sup>4</sup> The Holdings Board granted the Restructuring Committee the power and authority, *inter alia*, to take the following actions:

- Consider, evaluate, and recommend to the Holdings Board (if board approval is required under Delaware law) entry into a Transaction (as such term is defined in the Resolutions);
- Oversee the provision of confidential information by or on behalf of the Company and its subsidiaries to third parties under cover of appropriate confidentiality arrangements in respect of a Transaction;

---

<sup>4</sup> See Written Consent of the Board of Managers of Matrix Holdco, LLC, dated December 20, 2023 (the “**Resolutions**”).

- Oversee and conduct discussions and negotiations with the Company’s stakeholders in respect of a Transaction;
- Determine in its discretion whether a Transaction involves the participation of an insider or related party of the Company (a “**Potential Related Party Transaction**”), and whether to proceed or enter into a Potential Related Party Transaction;
- Oversee the implementation and execution of a Transaction by the Company;
- Engage advisors on behalf of the Company and instruct such advisors in respect of a Transaction; and
- Take such other actions as the Restructuring Committee deems necessary or desirable in order to carry out its mandate.

41. The Debtors’ current senior management team consists of the following individuals:

| <b>Name</b>       | <b>Position</b>                                     |
|-------------------|-----------------------------------------------------|
| Mike Salfity      | Chief Executive Officer                             |
| Ripu Singh        | Chief Operating Officer and Chief Financial Officer |
| Raja Hussain      | Chief Revenue Officer                               |
| Avnish Chauhan    | Chief Technology Officer                            |
| Miguel Carames    | Chief Product Officer                               |
| Bernardo Lucas    | Chief Marketing Officer                             |
| Candice Ciresi    | Chief Compliance Officer                            |
| Keith Green       | Chief Human Resources Officer                       |
| Rui Paiva         | SVP, Head of Risk BU                                |
| Ashwin Chalapathy | SVP, Global Head of Engineering                     |
| Nitesh Ranjan     | General Counsel                                     |
| Robert Kelly      | SVP, Global Head of Delivery                        |

#### **D. Capital Structure**

42. The following description of the Debtors’ capital structure is for informational purposes only and is qualified in its entirety by reference to the documents setting forth the specific terms of such obligations and their respective related agreements. A summary

of the approximate outstanding principal and claim amounts of the Debtors' funded debt obligations is set forth below.

| <b>As of Petition Date:<br/>Debt Instrument (Aggregate Principal)</b> | <b>Funded Debt<br/>(\$ millions)</b> | <b>Total Claim<br/>(\$ millions)</b> |
|-----------------------------------------------------------------------|--------------------------------------|--------------------------------------|
| Prepetition First Lien Facility                                       |                                      |                                      |
| <i>Prepetition Revolving Credit Facility (drawn amounts)</i>          | \$ 52.5                              | \$ 57.1                              |
| <i>Prepetition First Lien Term Loan Facility</i>                      | 380.8                                | 414.8                                |
| Prepetition First Lien Notes Facility                                 | 31.7                                 | 34.7                                 |
| Prepetition Second Lien Facility                                      | 163.2                                | 183.9                                |
| <b>Total Secured Debt</b>                                             | <b>628.3</b>                         | <b>690.5</b>                         |

#### **1. Prepetition First Lien Facility**

43. With the exception of Intermediate, each of the Debtors is an obligor under the Prepetition First Lien Facility (as defined below) pursuant to that certain *First Lien Credit Agreement*, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Prepetition First Lien Credit Agreement**”), by and among, Holdings, Matrix Parent (the “**Borrower**”), the lenders from time to time party thereto (the “**Prepetition First Lien Lenders**”) and Jefferies Finance LLC (“**Jefferies**”), in its capacities as administrative agent and as collateral agent for the Prepetition First Lien Lenders (in such capacities, the “**Prepetition First Lien Loan Agent**”). Pursuant to the Prepetition First Lien Credit Agreement, the Prepetition First Lien Lenders made available to the Borrower (i) term loans in an aggregate principal amount of \$380.8 million (the “**Prepetition First Lien Term Loan Facility**”) and (ii) a revolving credit facility in an aggregate principal amount of \$52.5 million with a \$10 million letter of credit sub-facility (the “**Prepetition Revolving Credit Facility**”) and together with the Prepetition First Lien Term Loan Facility, the “**Prepetition First Lien Facility**”). The Prepetition First Lien Facility is guaranteed by each of the Debtors, other than Intermediate and the Borrower, and the obligations thereunder are secured by the same

collateral (which includes all or substantially all of the assets of the Debtors (other than Intermediate), subject to certain exceptions and permitted liens) as, and on a *pari passu* basis with, the obligations under the Prepetition First Lien Note Purchase Agreement (as defined below).

44. As of the Petition Date, the aggregate claim amount outstanding under the Prepetition First Lien Term Loan Facility is approximately \$414.8 million. As of the Petition Date, the aggregate claim amount outstanding under the Prepetition Revolving Credit Facility is approximately \$57.1 million. Additionally, as of the Petition Date, there are less than \$1 million in issued and outstanding letters of credit (the “**Letters of Credit**”) under the Prepetition Revolving Credit Facility.

## 2. Prepetition First Lien Note Purchase Agreement

45. With the exception of Intermediate, each of the Debtors is an obligor under that certain *Note Purchase Agreement*, dated as of March 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Prepetition First Lien Note Purchase Agreement**”), by and among Holdings, the Borrower, as issuer, the other Debtors party thereto as guarantors, the holders from time to time party thereto (the “**Prepetition First Lien Noteholders**”) and Wilmington Trust, National Association, in its capacity as notes agent for the Prepetition First Lien Noteholders (in such capacity, the “**Prepetition First Lien Notes Agent**”). The Prepetition First Lien Note Purchase Agreement is guaranteed by each of the Debtors, other than Intermediate and the Borrower, and the obligations thereunder are secured by the same collateral (which includes all or substantially all of the assets of the Debtors (other than Intermediate), subject to certain exceptions and permitted liens) as, and on a *pari passu* basis with, the obligations under the Prepetition First Lien Facility. As of the

Petition Date, the Debtors had outstanding indebtedness (including accrued but unpaid interest) of approximately \$34.7 million under the Prepetition First Lien Note Purchase Agreement.

### 3. Prepetition Second Lien Facility

46. With the exception of Intermediate, each of the Debtors is an obligor under the Prepetition Second Lien Facility (as defined below) pursuant to that certain *Second Lien Credit Agreement*, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Prepetition Second Lien Credit Agreement**” and together with the Prepetition First Lien Credit Facility and the Prepetition First Lien Note Purchase Agreement, the “**Prepetition Loan Agreements**”), by and among, Holdings, the Borrower, the lenders from time to time party thereto (the “**Prepetition Second Lien Lenders**) and Jefferies, in its capacities as administrative agent and as collateral agent for the Prepetition Second Lien Lenders (in such capacities, the “**Prepetition Second Lien Agent**”). Pursuant to the Prepetition Second Lien Credit Agreement, the Prepetition Second Lien Lenders made available to the Borrower term loans in an aggregate principal amount of \$163.2 million (the “**Prepetition Second Lien Facility**”). The Prepetition Second Lien Facility is guaranteed by each of the Debtors, other than Intermediate and the Borrower, and the obligations thereunder are secured by the same collateral (which includes all or substantially all of the assets of the Debtors (other than Intermediate), subject to certain exceptions and permitted liens) as, and on a *second lien* basis with, the obligations under the Prepetition First Lien Facility and the Prepetition First Lien Note Purchase Agreement. As of the Petition Date, the aggregate claim amount outstanding under the Prepetition Second Lien Facility is approximately \$183.9 million.

#### 4. Intercreditor Agreements

47. The relative rights and priorities of the Prepetition First Lien Lenders and the Prepetition First Lien Noteholders in the collateral securing the obligations under the Prepetition First Lien Facility and the Prepetition First Lien Note Purchase Agreement are governed by that certain *Pari Passu Intercreditor Agreement*, dated as of March 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pari Passu Intercreditor Agreement**”), by and among each of the Debtors (other than Intermediate), the Prepetition First Lien Loan Agent, the Prepetition First Lien Notes Agent, and each other person party thereto from time to time.

48. The relative priorities and rights in the collateral of the Prepetition First Lien Lenders and the Prepetition First Lien Noteholders, on the one hand, and the Prepetition Second Lien Lenders, on the other, are governed by that certain *Intercreditor Agreement*, dated as of March 1, 2022 (as supplemented by that certain *Intercreditor Agreement Joinder*, dated as of March 15, 2023, by the Prepetition First Lien Notes Agent and accepted and agreed by the Prepetition First Lien Loan Agent and the Prepetition Second Lien Agent and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**” and, together with the *Pari Passu Intercreditor Agreement*, the “**Intercreditor Agreements**”), by and among each of the Debtors (other than Intermediate), the Prepetition First Lien Loan Agent, the Prepetition Second Lien Agent, the Prepetition First Lien Notes Agent, and each other person party thereto from time to time.

49. The Intercreditor Agreements govern the lenders’ rights and obligations with respect to, among other things, priority of interests in the collateral, matters of debtor-in-possession financing, the use of cash collateral, and adequate protection.

## 5. Other Non-Funded Debtor Obligations

### i. Trade Claims

50. In the ordinary course of business, the Debtors utilize certain vendors and service providers who supply goods and services, including: (i) suppliers of cloud services, data center services, and software; (ii) consulting service providers; (iii) suppliers of network hardware and equipment; and (iv) marketing and event service providers (the “**Trade Creditors**”). The Trade Creditors are a vital part of the Debtors’ ongoing business, and an interruption in the flow of goods and services from such creditors would have an immediate impact on the Debtors’ ability to continue operating. As discussed in greater details in the Vendors Motion (as defined below), certain of the trade claims (a) are entitled to statutory priority, such as under section 503(b)(9) of the Bankruptcy Code, or (b) may give rise to shippers liens against the Debtors’ property if unpaid. As of the Petition Date, the Debtors estimate that the aggregate amount of trade claims outstanding is approximately \$1.4 million in respect of trade debt and other potential liabilities.

### ii. Other General Unsecured Claims

51. As of the Petition Date, the Debtors anticipate approximately \$4.8 million on account of claims against the Debtors (other than intercompany claims and claims of Trade Creditors described herein) as of the Petition Date that are neither secured by collateral nor entitled to priority under the Bankruptcy Code or any order of the Court.

## IV. Key Events Leading to Commencement of Chapter 11 Cases

### A. Challenges Facing Debtors’ Business

52. As described above, while the Company continues to be operationally sound, the Debtors face certain challenges that have resulted in a drain on liquidity and cash flows. Despite recent efforts to weather such challenges and maintain profitability, which have begun to yield positive momentum and growth for the Company, the Debtors ultimately determined that the

commencement of the Chapter 11 Cases was a necessary step to reconfigure their balance sheet in order to emerge as a stronger company with a healthier balance sheet.

i. Operational Challenges

53. Beginning in the latter half of 2022, the Company began to experience a deceleration in customer spend due, in part, to near-term macro uncertainty. Such uncertainty led customers to slow their rollout of 5G operations and postpone related investment in new technological infrastructure, which resulted in longer than normal sale cycles for the Company. Moreover, Company-wide integration of products, processes, and systems from the Company's then-recent acquisitions has been impeded by, among other things, the Company's lack of sophisticated enterprise resource and financial planning systems, and liquidity challenges which have prevented the Company from making necessary investment in integration. The Company's integration issues were further compounded by the Company's geographic footprint, which the acquisitions had caused to expand to more than 45 entities and over 1,800 personnel spread across approximately 60 countries. Simultaneously, the Company continues to be affected by the tight labor market, which has resulted in difficulty attracting and retaining talent contributing to considerable management turnover and talent churn. The Company also experienced delayed cost controls as the Company worked to overcome operational obstacles resulting from old processes and legacy organizational structures and practices preceding the H.I.G. Acquisition. As set forth herein, the Restructuring will position the Company to further its integration efforts, allowing for stronger organizational alignment, cross-pollination, and efficiencies.

54. Finally, as described in greater detail below, in late May of 2023, the Company was alerted to certain internal historical accounting irregularities and associated practices, which have had material knock-on effects for the Company's reputation, operations, and

growth. Specifically, the internal practices described below resulted in a material impact to historical revenue recognition and EBITDA. Improper acceleration of the Company's revenue through falsified time records and understated forecasted total level of effort required for a project led to a backlog of overdue projects for which revenue was recognized but projects were not completed, many of which are with the Company's key customers, such that the Company cannot reject or abandon such projects without further jeopardizing future business with those customers. The Company's efforts to clear the backlog of overdue projects through increasing its workforce have been further complicated by the Company's tightening liquidity, the current labor market, and employee retention issues facing the Company, as described above. These challenges also resulted in financial performance substantially lower than budget, and, in the case of the accounting irregularities, the incurrence of unsustainable levels of debt in connection with the H.I.G. Acquisition, based on inflated EBITDA figures and, by extension, an inflated enterprise valuation. In October 2023, the Company delivered notices of default to the Prepetition First Lien Loan Agent, the Prepetition Second Lien Agent and the Prepetition First Lien Notes Agent on account of certain specified defaults arising out of the accounting irregularities described herein, and the H.I.G. Plaintiffs (as defined below) commenced litigation, as described in more detail beginning in paragraph 60.

ii. Financial Challenges

55. As of December 31, 2023, the Company is levered approximately 16.5x, which the Debtors do not believe is sustainable over the long term. The Debtors' current balance sheet has had a corresponding negative and restrictive impact on the Debtors' liquidity and growth. The Debtors' unhedged annual cash interest expense for 2023 under the prepetition capital structure would be approximately \$70 million at current interest rates. Accordingly, the Debtors

intend to file the Chapter 11 Cases to implement a comprehensive financial restructuring that will result in a reduction of the Company's funded debt (including accrued but unpaid interest) by approximately \$530 million, preserve run rate cash interest expense by approximately \$52 million on an annual basis, and allow it to continue operating as a going concern with a substantially healthier balance sheet.

**B. Formation of Special Committee and Special Committee Investigation**

56. On or about May 29, 2023, a member of the board of managers of Topco (the "**Topco Board**") received an unsolicited email from an individual claiming that he/she had observed widespread irregularities at the Company relating to manipulation of revenue. On June 14, 2023, after determining the source of the complaint to be credible, the Topco Board formed a special committee (the "**Special Committee**") comprised of: (i) Nishant Nayyar, (ii) Alexander Thorn, and (iii) independent manager Gavin Patterson to, among other things, conduct and direct an investigation, review, and analysis of the allegations. The Topco Board authorized the Special Committee to take any and all actions it deemed proper or necessary under the circumstances.

57. The Special Committee engaged outside counsel to conduct an independent, privileged investigation (the "**Investigation**"). The Investigation concluded on February 19, 2024, when a final report was delivered to the Special Committee. On March 19, 2024, a summary of the final report on the Investigation was delivered to the Lender Groups.

58. As a result of the Special Committee's review, Mobileum's then-CEO, Orathi "Bobby" Srinivasan was terminated on December 12, 2023. In addition to Mr. Srinivasan, the Company terminated certain other employees determined to be involved in the activities giving rise to the Investigation in addition to requiring remediation training for other employees. On February 27, 2024 and March 5, 2024, Mobileum was served with Grand Jury subpoenas from the

Department of Justice and Securities and Exchange Commission seeking information related to the Investigation. The Company has fully complied with all document requests and continues to fully cooperate with the government investigation.

### C. Litigation

59. Certain Debtor affiliates are engaged in prepetition lawsuits, including, among others:

60. ***Superior Court Litigation.*** Debtor Matrix Parent is a plaintiff alongside Mobileum majority owner H.I.G. (and certain of its affiliates and affiliated funds) (collectively, the “**Superior Court Plaintiffs**”) in litigation currently pending against Audax (and certain of its affiliates and affiliated funds) in the Delaware Superior Court; the plaintiffs allege that Audax and former Company management fraudulently inflated Mobileum’s earnings prior to the H.I.G. Acquisition (the complaint, the “**Superior Court Complaint**” and, the litigation, the “**Superior Court Litigation**”).<sup>5</sup> The Superior Court Plaintiffs claim that Mobileum’s EBITDA for 2021 was overstated by at least \$20 million.<sup>6</sup> In December 2023, Audax moved to dismiss the Superior Court Complaint. In June 2024, Judge Meghan Adams denied in part Audax’s motion, allowing the Superior Court Complaint’s central claim—that Audax knowingly helped artificially inflate the finances of Mobileum before selling it to H.I.G.—to proceed. The Court held that H.I.G. successfully alleged facts from which a factfinder could reasonably infer that Audax knew of the fraud. The Superior Court Litigation, styled *Matrix Parent, Inc. v. Audax Management Co.*, Case No. N23C-10-212 MAA CCLD (Del. Super.), is pending in the Delaware Superior Court and is unaffected by the implementation of the automatic stay pursuant to the Chapter 11 Cases.

---

<sup>5</sup> Superior Court Compl. at ¶ 1.

<sup>6</sup> Superior Court Compl. at ¶ 2.

61. **Chancery Court Litigation.** Mobileum majority owner H.I.G. (and certain of its affiliates and affiliated funds), Topco (and its general partner), and Nishant Nayyar, Alexander Thorn, and Gavin Patterson (the “**Chancery Defendants**”) are defendants in litigation brought by Audax in the Delaware Court of Chancery, alleging that, following H.I.G.’s acquisition of Mobileum, the Chancery Defendants mismanaged Mobileum and destroyed Audax’s \$100 million minority stake (the complaint, the “**Chancery Court Complaint**” and, the litigation, the “**Chancery Court Litigation**”).<sup>7</sup> The Chancery Court Complaint seeks declaratory, injunctive, and monetary relief on account of alleged breaches of the Limited Partnership Agreement between, among others, Audax and defendant H.I.G. Mobile, L.P. as well as alleged breaches of the implied covenant of good faith and fair dealing.<sup>8</sup> In March 2024, the Chancery Defendants moved to dismiss the Chancery Court Complaint. The Chancery Court Litigation, styled *AG Mobile Holdings, L.P. v. H.I.G. Mobile, L.P.*, Case No. 2023-1103-MTZ (Del. Ch.), is pending in the Delaware Chancery Court.

#### D. Prepetition Restructuring Efforts

62. Prior to filing the Chapter 11 Cases, the Debtors also attempted to address their capital structure and liquidity needs without the need to pursue an in-court restructuring. Beginning in the first quarter of 2023, the Company’s management dedicated significant effort to evaluating the business and developing an integrated business plan that identified strengths and key opportunities, and sought to address operational issues and maintain profitability. The plan included initiatives to optimize operations and accountability, reduce costs, and grow revenue by capitalizing on the Debtors’ commercial strengths.

---

<sup>7</sup> Chancery Court Compl. at ¶ 1.

<sup>8</sup> Chancery Court Compl. at ¶ 1.

63. Among other initiatives, the Company's management team identified a new professional services delivery system to better monitor active projects and enhance internal project management, forecasting, invoice capabilities, revenue recognition, cost allocation, financial reporting, and systems integrations. Further, the Company (i) reconfigured its accounting personnel to ensure tighter alignment between the accounting and delivery teams to further enhance internal tracking and reporting; (ii) made various talent upgrades, including the integration of H.I.G. operating partners in key interim roles at the Company to lead business initiatives; (iii) invested in additional resources to clear the backlog of late projects and improve customer satisfaction; (iv) identified and worked to remedy practices and processes that facilitated irregular historical accounting policies and practices; and (v) instituted critical improvements in product quality and productivity, introduced a new compensation structure, reorganized its business units, hired a new Chief Compliance Officer, and overhauled its go-to-market process.

64. Notwithstanding the Debtors' recent success with many of these initiatives, the Debtors' highly levered capital structure coupled with the drag from certain uncontrollable factors and the accounting irregularities described above forced the Debtors to focus on a more comprehensive restructuring.

65. Following good faith, arm's-length discussions with its key stakeholders prior to the Petition Date, however, the Debtors were ultimately unable to garner sufficient support for an out-of-court restructuring.

i. Stakeholder Engagement

66. In light of the aforementioned challenges and increasing liquidity issues, the Debtors began evaluating strategic alternatives to deleverage the Company's balance sheet. In June 2023, the Debtors retained Weil, as counsel, and in October 2023, the Debtors retained

Evercore, as investment banker, and FTI, as financial advisor, to explore strategic alternatives and assist them in developing and implementing a comprehensive plan to access additional financing.

67. In December 2023, with the oversight of the Restructuring Committee, the Company and its Advisors began actively engaging in discussions with its key stakeholders regarding restructuring alternatives. The Debtors engaged the Lender Groups with the goal of developing a competitive, good faith negotiation culminating in the achievement of a consensual, prepackaged plan of reorganization.

68. In November 2023, the Lender Advisors executed non-disclosure agreements and received access to a virtual data room maintained by the Company to further streamline diligence for the benefit of the Lender Groups in connection with their assessment of a potential restructuring transaction.

69. As negotiations progressed, the Debtors determined that it would be in the best interests of the Company to forego payment of certain amounts due under the Prepetition Loan Agreements in order to preserve their liquidity. On December 14, 2023, the Debtors entered into (i) that certain *Waiver Agreement and First Amendment to First Lien Credit Agreement*, (ii) that certain *Waiver Agreement and First Amendment to Second Lien Credit Agreement*, and (iii) that certain *Waiver Agreement and First Amendment to Note Purchase Agreement* (together the “**Waiver Agreements**”) with the Prepetition First Lien Lenders, the Prepetition Second Lien Lenders, and the Prepetition First Lien Noteholders, respectively, to waive certain defaults, including defaults related to the nonpayment of certain amounts due under the Prepetition First Lien Facility, the Prepetition Second Lien Facility and the Prepetition First Lien Note Purchase Agreement, and to modify certain provisions of the Prepetition Loan Agreements.

70. In December 2023, the Advisors began participating in weekly diligence and business plan calls with the Lender Advisors. On January 19, 2024, the Company delivered an initial restructuring proposal to the First Lien Advisors and the Crossholder Advisors (the “**Initial Proposal**”). The Initial Proposal, which was delivered in accordance with the Company’s obligations under the Waiver Agreements, served as a catalyst for additional discussions. On February 1st and February 5th, respectively, principals from the First Lien Ad Hoc Group and the Crossholder Ad Hoc Group met with the Company’s Advisors and management to discuss the Company overview and business plan (the “**Initial Meetings**”). Following such Initial Meetings, both Lender Groups were presented with preliminary debtor-in-possession financing budgets, analysis of anticipated general unsecured claims against Matrix Parent and any of its restricted subsidiaries, analysis of the Company’s existing material contracts, and a summary of the Investigation. Both before and after the Initial Meetings, while parties were engaging in good faith diligence and negotiations, the process involved substantial effort at a significant cost to the Debtors, with such advisors’ fees and expenses having been paid by the Debtors prior to the Petition Date.

71. Beginning in February 2024, the Advisors and management held periodic calls with principals from each Lender Group and hosted in-person meetings to discuss potential restructuring solutions. Over the course of the ensuing months, the Debtors, the First Lien Ad Hoc Group, the Crossholder Ad Hoc Group, and their respective advisors worked constructively to achieve a global resolution. In that time, the Debtors:

- provided the First Lien Ad Hoc Group and the Crossholder Ad Hoc Group each with approximately 433 documents;
- participated on approximately 30 diligence calls in addition to weekly meetings with each the First Lien Advisors and the Crossholder Advisors;

- held principal to principal calls directly with each the First Lien Advisors and the Crossholder Advisors;
- extended Waiver Agreements five times to provide additional time for negotiations pertaining to a potential global resolution; and
- paid approximately \$3.7 million in advisor fees to the First Lien Advisors, and approximately \$2.7 million in advisors fees to the Crossholder Advisors.

72. Against this backdrop, the Debtors and the Lender Groups continued to extend the Waiver Agreements with a view to reaching consensus around a restructuring transaction. The Waiver Agreements were initially set to terminate on January 31, 2024, but were subsequently extended to March 1, 2024, then solely in the case of the Prepetition First Lien Credit Facility, to April 30, 2024, then to May 31, 2024, then, solely in the case of the Prepetition First Lien Credit Facility, to June 7, 2024, then to June 30, 2024, to afford the Debtors and the Consenting Parties time to reach a consensus on a global restructuring.

73. At the same time, the Debtors engaged with the Consenting Sponsor and the First Lien Advisors around the terms of the Litigation Proceeds Term Sheet and related compromises described herein.

74. On June 29, 2024, following months of negotiations between the Debtors and Lender Groups on the terms of a potential restructuring transaction, the Debtors received a transaction proposal from Audax (the “**Audax Proposal**”). Following a meeting between Audax and management to discuss the Audax Proposal, Audax submitted a revised proposal on July 11, 2024 (the “**Revised Audax Proposal**” and together with the Audax Proposal, the “**Audax Proposals**”). The Debtors, after analyzing the Audax Proposals, and following the guidance of the Restructuring Committee and their Advisors, ultimately reached the conclusion that the proposals were not actionable for a number of reasons, including that the First Lien Ad Hoc Group did not believe the Audax Proposals were actionable for a number of reasons.

75. Although the parties sought to effectuate an out-of-court restructuring, the parties ultimately agreed to pursue a consensual in-court transaction to de-leverage the Company's balance sheet in the best interests of the Debtors, their estates, and all stakeholders without materially interrupting the Debtors' business operations.

#### E. **Restructuring Support Agreement and Plan**

76. As noted above, following months of extensive, good faith, arms-length negotiations, the Debtors reached a global resolution with the Consenting Parties and memorialized their support for the Restructuring in the Restructuring Support Agreement.<sup>9</sup> The entities party to the Restructuring Support Agreement are:

- certain Prepetition First Lien Lenders (together with their respective successors and permitted assigns, and any subsequent holders of First Lien Debt Claims (as defined below) that become party to the Restructuring Support Agreement by executing a Joinder Agreement (as defined in the Restructuring Support Agreement) in accordance with the terms of the Restructuring Support Agreement, the “**Consenting First Lien Lenders**”) holding first lien term loans in an aggregate claim amount of \$414.8 million and a revolving credit facility in an aggregate claim amount of \$57.1 million (the loans thereunder, “**Prepetition First Lien Term Loans**” and the claims arising thereunder, the “**First Lien Debt Claims**”) under the Prepetition First Lien Credit Agreement;
- certain Prepetition First Lien Noteholders (each, on behalf of itself and/or certain funds managed by it or its affiliates, together with their respective successors and permitted assigns, and any subsequent Prepetition First Lien Noteholder that becomes party the Restructuring Support Agreement by executing a Joinder Agreement (as defined in the Restructuring Support Agreement) in accordance with the terms of the Restructuring Support Agreement, the “**Consenting First Lien Noteholders**”) holding senior secured notes in an aggregate claim amount of \$34.7 million (the notes thereunder, “**Prepetition First Lien Notes**”, the holders thereof, the “**Prepetition First Lien Noteholders**”, the claims arising thereunder, the “**First Lien Notes Claims**”, and with the First Lien Debt Claims, the “**First Lien Claims**”) under the Prepetition First Lien Note Purchase Agreement;
- certain Prepetition Second Lien Lenders (and, together with the Consenting First Lien Debtor Holders and the Consenting First Lien Noteholders, the “**Consenting Creditors**”) (together with their respective successors and permitted assigns, and any subsequent holders of Second Lien Debt Claims (as defined below) that become party

---

<sup>9</sup> The Restructuring Support Agreement is attached hereto as **Exhibit A**.

to the Restructuring Support Agreement by executing a Joinder Agreement (as defined in the Restructuring Support Agreement) in accordance with the terms of the Restructuring Support Agreement, the “**Consenting Second Lien Lenders**”) holding second lien term loans in an aggregate claim amount of \$183.9 million (the loans thereunder, “**Prepetition Second Lien Term Loans**” and the claims arising thereunder, the “**Second Lien Debt Claims**”) under the Prepetition Second Lien Credit Agreement; and

- the Consenting Sponsor.

77. Notably, Intermediate is a party to the Restructuring Support Agreement.

While Intermediate is not a guarantor or obligor on the Debtors’ prepetition debt, the DIP Lenders required Intermediate to sign the Restructuring Support Agreement and serve as an obligor of the Debtors’ obligations under the DIP Credit Agreement to (i) maintain the Debtors’ existing corporate structure and (ii) contribute additional security to the DIP Lenders under the DIP Facility (as defined below).

78. The terms of the Restructuring are reflected in the Plan. Upon its full implementation, the Plan will effect a significant deleveraging of the Debtors’ capital structure by reducing the Company’s total debt (including accrued but unpaid interest) by approximately \$530 million. The reduced debt burden and exit financing anticipated under the Plan will provide the Debtors with sufficient liquidity, not only to continue funding their operations, but to make the necessary capital expenditures and investments to ensure that the Company will remain the industry leader in telecom analytics solutions.

79. Upon the Effective Date, the provisions of the Plan, including the settlement of all Claims, Interests, and controversies among the Debtors and the Consenting Parties given in consideration of the value provided to the Estates by the Consenting Parties (the terms of which are set out in the Restructuring Support Agreement and incorporated by reference in the Plan), shall constitute an integrated and global, good faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a

creditor or an Interest holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest, including pursuant to the transactions set forth in the Restructurings Transactions Exhibit. Specifically, in relation to matters relating to the Consenting Sponsor, the Restructuring Support Agreement and Plan provide for certain treatment and consideration in exchange for its support for the Restructuring, as part of a global settlement and waiver of its claims or interests. Specifically, in exchange for the Consenting Sponsor's support for the Restructuring, the Company and Consenting Sponsor have agreed to split any proceeds arising from (i) the Superior Court Litigation and any other proceeds of claims transferred to the Litigation Trust and (ii) recovered under the representations and warranties policy no. ET111-003-478 issued to Matrix Parent with a policy term of March 1, 2022 to March 1, 2025 as follows:

- First, to repay in full on a pro rata basis:
  - i. all of H.I.G.'s litigation costs and expenses in connection with (a) pursuing recoveries from the Audax Proceeds based on affirmative claims of the plaintiffs in the Superior Court Litigation; *provided* that proceeds from only the RWI Policy recovered to pay for expenses pursuant to this clause (a) shall not exceed \$8 million; (b) pursuing recoveries under the RWI Policy, including all costs and expenses of Hunton Andrews Kurth LLP as insurance counsel and recovery for any deductible under the RWI Insurance paid for or payable by H.I.G.; and (c) defending the Chancery Court Litigation, including all legal fees and expenses related thereto to the extent not otherwise previously indemnified by the Company or else reimbursed under the Policies.
  - ii. all of the Company's litigation costs and expenses in connection with (a) pursuing recoveries from the Audax Proceeds based on affirmative claims of the plaintiffs in the Superior Court Litigation; and (b) defending the Chancery Court Litigation, including all legal fees and expenses related thereto to the extent not otherwise reimbursed under the Policies.
  - iii. any fees and expenses of Milbank LLP incurred in connection with H.I.G.'s prosecution of the Superior Court Litigation following consummation of the Restructuring (as defined below) as counsel to the First Lien Ad Hoc Group.
- Second, allocated amongst H.I.G. and the Company at a ratio of 50% in favor of H.I.G. and 50% in favor of the Company until the Company has recovered \$200 million of

the Proceeds, net of any tax obligations arising in connection with any such Proceeds, including any tax obligations of or payable by the Company; *provided, that*, to the maximum extent permitted by applicable Law, the receipt of Proceeds shall be reported for U.S. federal and state tax purposes as a non-taxable adjustment to purchase price.

- Third, additional proceeds shall be payable solely to H.I.G. until H.I.G. has recovered an additional \$65 million, net of any tax obligations, in excess of its recoveries in the first and second clauses herein.
- Fourth, all remaining proceeds to be allocated amongst H.I.G. and the Company at a ratio of 50% in favor of H.I.G. and 50% in favor of the Company.

80. In furtherance of the foregoing, the Consenting Parties have agreed to H.I.G.’s continued prosecution of the Superior Court Litigation and continued pursuit of recoveries under the RWI Policy, in each case in accordance with the Litigation Proceeds Term Sheet.

#### **F. DIP Financing**

81. In parallel with the restructuring transaction negotiations, and as further detailed in the *Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting (A) Liens and Providing Claims with Superpriority Administrative Expense Status and (B) Adequate Protection to Certain Prepetition Lenders, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the “**DIP Motion**”), in June 2024, the Debtors launched a solicitation process to obtain debtor-in-possession financing and the consensual use of cash collateral to fund the Chapter 11 Cases.

82. As set forth more fully in the *Declaration of Bo Yi in Support of Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting (A) Liens and Providing Claims with Superpriority Administrative Expense Status and (B) Adequate Protection to Certain Prepetition Lenders, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief*, the Debtors, under the guidance of the Restructuring Committee and their Advisors,

determined to enter into the DIP Facility following an extensive prepetition marketing process during which Evercore contacted existing lenders, traditional lenders, and alternative lenders. In total, Evercore contacted nineteen (19) parties in addition to the DIP Lenders, of which two (2) parties executed non-disclosure agreements. Ultimately, the DIP Lenders were the only parties that put forth a proposal.

83. The Debtors have secured DIP financing in the form of a new superpriority, senior-secured priming debtor-in-possession term-loan facility (the “**DIP Facility**” or “**DIP Financing**”, and the claims arising thereunder the “**DIP Claims**”), consisting of (i) \$60,000,000 of new-money DIP Loans (the “**New Money DIP Loans**”), (ii) subject to the DIP Term Sheet and paragraph 2(c) of the Interim DIP Order, a roll-up of First Lien Claims in the aggregate principal amount of \$100,000,000 (the “**DIP Roll-Up Loans**” and, together with the New Money DIP Loans, the “**DIP Loans**”), and (iii) the Backstop Premium, which shall be paid in the form of Tranche B Loans (as defined in the DIP Term Sheet). The terms of the DIP Facility shall be in accordance with the DIP Term Sheet.

84. Additionally, certain Prepetition First Lien Lenders on account of their First Lien Claims (collectively, in their capacity as such, the “**DIP Backstop Parties**” have committed to backstop the New Money DIP Loans, severally and not jointly, on terms and in the amount(s) set forth in the Backstop Commitment Letter (the “**Backstop Commitments**”), in exchange for the Backstop Premium, which Backstop Premium shall be paid in kind in the form of Tranche B Loans (as defined in the DIP Term Sheet).

85. On the Effective Date, in full and final satisfaction and discharge of any DIP Claims, the Debtors and the DIP Lenders will enter into the Exit Term Loan Facility in an

aggregate principal amount of \$160,000,000, comprised of a roll-up of the DIP Loans on a dollar-for-dollar basis on the terms set forth in the Exit Facility Term Sheet.

86. Without such relief, the Debtors would be unable to fund ongoing operations even for the short projected duration of the Chapter 11 Cases. Thus, the Debtors require immediate relief requested in the DIP Motion to ensure that they have sufficient liquidity to operate their business and pursue a restructuring transaction.

87. Together, the Restructuring Support Agreement, the Plan, and the transactions and agreements contemplated under the foregoing will accomplish a fully consensual restructuring of the Debtors' balance sheet. As a result of the diligent negotiations and hard work by the various constituents, including the Debtors, the Consenting Creditors, the Consenting Sponsor, and the advisors to each, the Debtors have preserved the going-concern value of the business, maximized creditor and stakeholder recovery, and minimized disruption to the day-to-day operations. Accordingly, these expedited Chapter 11 Cases will best position the Debtors for future success while providing the most value for the Debtors' estates and stakeholders.

## **V. The First Day Motions**

88. The First Day Motions seek relief to allow the Debtors to meet necessary obligations and fulfill their duties as debtors in possession. I am familiar with the contents of each First Day Motion and believe that the relief sought in each First Day Motion is necessary to enable the Debtors to operate in chapter 11 with minimal disruption or loss of productivity and value, constitutes a critical element in the success of the Chapter 11 Cases, expedites a swift and smooth reorganization, and best serves the Debtors' estates and creditors' interests. The Debtors have narrowly tailored these requests for immediate authority to pay certain prepetition claims to those instances where the failure to pay would cause immediate and irreparable harm to the Debtors and their estates. The Debtors will defer seeking other relief to subsequent hearings before the Court.

The facts set forth in each First Day Motion are incorporated herein by reference. Capitalized terms used but not otherwise defined in this section of this Declaration shall have the meanings ascribed to them in the relevant First Day Motions. Below is an overview of each of the First Day Motions.

**A. Joint Administration Motion**

89. Pursuant to the *Emergency Motion of Debtors Pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1 for Order Directing Joint Administration of Chapter 11 Cases* filed concurrently herewith, the Debtors request entry of an order directing consolidation of the Chapter 11 Cases for procedural purposes only. The Debtors are all under common ownership under Intermediate. I believe joint administration of the Chapter 11 Cases will save the Debtors and their estates substantial time and expense by removing the need to prepare, replicate, file, and serve duplicative notices, applications, and orders. Further, I believe that joint administration would relieve the Court of entering duplicative orders and maintaining duplicative files and dockets. The United States Trustee for the Southern District of Texas (the “**U.S. Trustee**”) and other parties in interest would similarly benefit from joint administration of these cases, sparing them the time and effort of reviewing duplicative pleadings and papers.

90. I believe that joint administration would not adversely affect any creditors’ rights because the Debtors’ motion requests only the administrative consolidation of these cases for procedural purposes. It does not seek substantive consolidation of the Debtors’ estates. Accordingly, I believe that joint administration of the Chapter 11 Cases is in the best interests of the Debtors, their estates, and all other parties in interest and should be granted in all respects.

**B. Cash Management Motion**

91. Pursuant to the *Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to (A) Continue Their Existing Cash Management System, (B) Maintain Existing Business Forms and Intercompany Arrangements, and (C) Continue Intercompany Transactions and (II) Granting Related Relief* filed contemporaneously herewith (the “**Cash Management Motion**”), the Debtors request authority to: (i) continue operating the Debtors’ existing cash management system (the “**Cash Management System**”), including, without limitation, to continue to maintain the Debtors’ existing bank accounts and business forms; (ii) implement changes to the Cash Management System in the ordinary course of business insofar as such changes relate to the Debtors’ participation in, or control of, the Cash Management System, including, without limitation, opening new or closing existing bank accounts owned by the Debtors; (iii) continue to perform under and honor intercompany transactions and make certain payments to non-debtor affiliates (each a “**Non-Debtor Affiliate**” and collectively, the “**Non-Debtor Affiliates**”) in the ordinary course of business; (iv) provide administrative expense priority for postpetition intercompany claims against the Debtors; (v) honor and pay all prepetition and postpetition Bank Fees (as defined below) payable by the Debtors; and (vi) continue utilizing the Credit Card Program (as defined below) in the ordinary course and consistent with past practice and pay prepetition amounts thereunder.

92. The Cash Management Motion also requests that the Court authorize and direct the financial institutions at which the Debtors maintain various bank accounts to (i) continue to maintain, service, and administer the Debtors’ bank accounts, and (ii) debit the Debtors’ bank accounts in the ordinary course of business on account of (a) electronic transfers (including wire transfers, book transfers, and automated clearinghouse (“**ACH**”) transfers) or checks drawn on the

Debtors' bank accounts or (b) all amounts owed to the Banks for maintenance of the Bank Accounts (as defined below), including, without limitation, any bank fees, credit card processing fees, service charges and other fees, costs, charges, chargebacks, and expenses associated with the Debtors' Bank Accounts and the Cash Management System, whether arising before, on, or after the commencement of the Chapter 11 Cases. Furthermore, the Debtors are requesting a waiver of the requirements of section 345(b) of the Bankruptcy Code to the extent applicable to the Bank Accounts (as defined below).

93. As described more fully in the Cash Management Motion, in the ordinary course of their business, the Debtors have historically used the Cash Management System to collect, transfer, and disburse funds generated by their and their Non-Debtor Affiliates' operations. The Cash Management System is tailored to meet the Debtors' needs. The Cash Management System allows the Debtors to control and monitor corporate funds, ensure cash availability and liquidity, comply with the requirements of their financing agreements, and reduce administrative expenses by facilitating the movement of funds and the development of accurate account balances. It also enables the Debtors to facilitate cash monitoring, forecasting, and reporting and enables the Debtors to maintain control over the administration of approximately forty-seven (47) bank accounts (together with any other bank accounts the Debtors may open in the ordinary course of their business, the "**Bank Accounts**") owned by the Debtors and maintained with multiple banks (each a "**Bank**" and collectively, the "**Banks**"), including those set forth on Exhibit C to the Cash Management Motion and reflected on the diagram of the Cash Management System attached to the Cash Management Motion as Exhibit D.

94. The Cash Management System is similar to those commonly employed by businesses in comparable size and scale to the Company. Large, global businesses like the

Company use integrated systems to help control funds, ensure cash availability for each entity, and reduce administrative expenses by facilitating the movement of funds among multiple entities. I believe that any disruption of the Cash Management System would be materially detrimental and disruptive to the Company's operations, as their business requires prompt and reliable access to cash and accurate cash tracking.

95. The Debtors' Bank Accounts are held by the following entities:

- a. Mobileum, Inc. holds thirty-two (32) Bank Accounts;
- b. Intermediate holds one (1) Bank Account;
- c. Matrix Parent holds one (1) Bank Account;
- d. SIGOS LLC holds five (5) Bank Accounts;
- e. UnwiredSoft, Inc. holds two (2) Bank Accounts;
- f. We Do Technologies Americas, Inc. holds three (3) Bank Accounts;
- and
- g. Developing Solutions Inc. holds three (3) Bank Accounts.

96. The Debtors' primary cash management Bank is HSBC Bank USA, National Association ("**HSBC**") where the Debtors maintain twenty-one (21) of their forty-seven (47) Bank Accounts. In addition to the Bank Accounts with HSBC, the Company maintains Bank Accounts with three (3) other Banks: Wells Fargo Bank, N.A. ("**Wells Fargo**"); Silicon Valley Bank, a division of First-Citizens Bank & Trust Company ("**First Citizens Bank**"); and HSBC Bank India ("**HSBC India**").<sup>10</sup> Of the Debtors' forty-seven (47) Bank Accounts, (i) twenty-three (23) are maintained at Wells Fargo or First Citizens Bank, each an authorized bank depository

---

<sup>10</sup> Prior to the Petition Date, the Debtors migrated certain Bank Accounts from First Citizens Bank to HSBC. The Debtors do not anticipate migrating additional Bank Accounts during the Chapter 11 Cases. However, certain Non-Debtor Affiliates are completing a similar migration process.

(an “**Authorized Depository**”) under the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the “**UST Operating Guidelines**”) published by the Office of the United States Trustee for Region 7 (the “**U.S. Trustee**”) and contain less than FDIC limits, (ii) two (2) are maintained at an Authorized Depository and contain more than FDIC limits, (iii) eighteen (18) are held at HSBC, an FDIC-insured bank, and contain less than FDIC limits, (iv) three (3) are maintained at HSBC and contain less than FDIC limits, and (iii) one (1) is held at HSBC India. The total aggregate balance of the Debtors’ Bank Accounts insured by the FDIC or held at an Authorized Depository is approximately \$3,200,000. The total aggregate balance of the Debtors’ Bank Accounts not insured by the FDIC or held at a non-authorized depository is \$4,200,000.

97. As of the Petition Date, the Debtors have an aggregate amount of approximately \$7,400,000 in the Bank Accounts. The Debtors’ primary Bank Accounts generally function as: (i) operating accounts that receive and disburse funds (the “**Operating Accounts**”); (ii) disbursement accounts that distribute funds to vendors and employees (the “**Disbursement Accounts**”); (iii) collection accounts that collect customer receipts and disburse funds internally to other Bank Accounts (the “**Collection Accounts**”); (iv) interest-bearing savings accounts (the “**Interest Accounts**”); and (v) restricted cash accounts (the “**Restricted Accounts**”).

98. In the ordinary course of business, the Debtors maintain company-paid credit cards (the “**Credit Cards**” and the program under which the Credit Cards are maintained, the “**Credit Card Program**”). The Credit Cards are issued by American Express and are generally used by certain of the Debtors’ employees for various corporate expenses in the ordinary course of business including, but not limited to, supplies, goods and services, and other required business expenditures. Historically, the Credit Cards are issued in the name of certain employees and then

reimbursed by the Debtors upon confirmation of paid invoices. When an employee ceases their employment with the Debtors, the Debtors settle amounts owing under the Credit Card and replace or transfer the Credit Card to another employee to ensure the Debtors always have a Credit Card available for the expenses described herein.

99. As of the Petition Date, there was one (1) issued and active Credit Card and the Debtors owe approximately \$12,500 on account of the Credit Card. The Debtors estimate that they incur total liabilities of approximately \$7,000 per month on account of the Credit Card.

100. I believe that continued use of the Credit Card Program is integral to the success and stability of the Debtors' businesses. The Debtors rely on the ability of their employees to pay for expenses incurred in the ordinary course and to make other reasonable work-related purchases necessary to fulfill their day-to-day professional obligations. Permitting the Debtors to continue using the Credit Card Program will ensure that the Debtors' employees are able to fulfill their daily professional obligations and, in turn, prevent significant disruption to the Debtors' business operations. Moreover, if the Debtors do not pay outstanding amounts owing, I believe there is a significant risk that American Express could restrict the Debtors' access to their Credit Card Program or cease extending credit to the Debtors after the Petition Date. If that were to occur, it would be costly, disruptive to the Debtors' operations, burdensome to the Debtors and their estates, and time-consuming for the Debtors to establish new credit card programs with one or more alternative providers.

101. The Debtors incur periodic service charges and other fees, charges, costs, and expenses in connection with the maintenance of the Cash Management System (the "**Bank Fees**"). The Bank Fees are paid monthly and are automatically deducted from the Debtors' Bank Accounts as they are assessed by their respective Banks. The Debtors typically pay approximately

\$19,000 per month in Bank Fees. As of the Petition Date, the Debtors estimate that they owe approximately \$22,500 on account of Bank Fees. I believe that payment of any prepetition Bank Fees is in the best interests of the Debtors and all parties-in-interest in the Chapter 11 Cases because it will prevent any disruption to the Cash Management System and ensure that the Debtors' receipt of and access to funds is not delayed.

102. A general overview of the movement of cash through the Cash Management System, which is illustrated by the flow of funds diagram attached as Exhibit C to the Cash Management Motion and in the Cash Management Motion itself, is as follows:

- a. ***Receipts:*** The Debtors' receipts enter the Cash Management System via check, wire transfer, or ACH transfer. The Debtors collect the vast majority of their receipts into the Main Operating Account, but, as outlined above, receipts are also collected in the other Operating Accounts. The Debtors' cash receipts are generally derived from (i) the sales of their hardware, software, and cloud-based products and related services and (ii) the Company's financing activities.
- b. ***Disbursements:*** The Debtors' third-party disbursements are made primarily through the Disbursement Accounts using funds from the Main Operating Account or the other applicable Operating Accounts. The Debtors' cash disbursements generally include (i) the expenses related to research and development of its hardware, software, and cloud-based products; (ii) insurance expenses; (iii) employee wages and benefits; (iv) various third-party vendor and contractor expenses; (v) taxes and regulatory fees; (vi) corporate overhead expenses; and (vii) payments on account of funded indebtedness.

103. The Debtors use a variety of preprinted business forms, including checks, letterhead, correspondence forms, invoices, purchase orders, and other business forms in the ordinary course of business (collectively, and as they may be modified from time to time, the "**Business Forms**"). The Debtors also maintain books and records to document their financial results and a wide array of necessary operating information (collectively, the "**Books and Records**"). I believe that granting the Debtors authorization to continue using all of the Business

Forms and Books and Records in use immediately before the Petition Date (and as may be amended or modified in the ordinary course from time to time), including with respect to the Debtors' ability to update authorized signatories and services, as needed—without reference to the Debtors' status as chapter 11 debtors in possession—rather than requiring the Debtors to incur the expense and delay of ordering new Business Forms and creating new Books and Records would avoid a material disruption to Debtors' business operations that would result from a disruption of the Cash Management System and avoid unnecessary expense.

104. As described more fully in the Cash Management Motion, the Debtors engage in intercompany transactions (the “**Intercompany Transactions**” and, each intercompany receivable and payable generated pursuant to an Intercompany Transaction, an “**Intercompany Claim**”) with each other and with Non-Debtor Affiliates.

105. The Debtors and Non-Debtor Affiliates fall into one of two categories: (i) net revenue generators, *i.e.*, those entities that generally generate more revenue than expenditures; and (ii) net revenue users, *i.e.*, those entities that generally generate more expenditures than revenue.<sup>11</sup> Accordingly, the majority of the Intercompany Transactions consist of either (i) cash infusions from the Debtors to Non-Debtor Revenue Users in amounts sufficient to satisfy their expenditures and (ii) monthly or quarterly cash sweeps, as applicable, from net revenue generators to Mobileum, Inc. of amounts in excess of such Non-Debtor Revenue Generator's expenditures. Each of these Intercompany Transactions are detailed below.

---

<sup>11</sup> The non-Debtor net revenue generators include Sigos GmbH, Niometrics (Pte.) Ltd., WeDo Consulting - Sistiemas de Informacoa, SA (collectively, the “**Non-Debtor Revenue Generators**”). The non-Debtor net revenue users include Mobileum (India) Private Limited, Mobileum Technologies Private Limited, MobileumSA, Mobileum UK Limited, Niometrics DMCC, Mobileum Pte. Ltd., Mobileum (Hong Kong) Limited, Amacall Ltd., MobileumJapan K.K., and Phase 3 Innovations GmbH (collectively, the “**Non-Debtor Revenue Users**”).

106. **Non-Debtor Revenue Users.** As noted above, the Non-Debtor Revenue Users are not revenue generating entities, and have historically relied entirely on Intercompany Transactions to fund operating expenses, including payroll, and pay certain taxes or regulatory assessments. Specifically, as described in the Wages and Benefits Motion<sup>12</sup> and the Taxes Motion,<sup>13</sup> Mobileum, Inc. transfers approximately (i) \$2,806,000 per month into non-Debtor foreign accounts to fund the payroll (including applicable withholding taxes and related benefits) and (ii) 146,000 per month into non-Debtor foreign accounts to pay certain taxes or regulatory assessments of the Non-Debtor Revenue Users. Mobileum, Inc., through the Main Operating Account, and UnwiredSoft, Inc., through the UnwiredSoft Operating and Disbursement Accounts, also make certain operating disbursements to the Non-Debtor Revenue Users totaling, on average, approximately \$881,000 per month. During the course of the Chapter 11 Cases, the Debtors anticipate that Mobileum, Inc. and UnwiredSoft, Inc. will fund payroll and other expenses incurred by the Non-Debtor Revenue Users in the amount of approximately \$26,461,000, consistent and in accordance with historical practice.

107. **Non-Debtor Revenue Generators.** Unlike the Non-Debtor Revenue Users, the Non-Debtor Revenue Generators are revenue generating entities, which collect receipts from customers and then use those receipts to fund the Non-Debtor Revenue Generators' expenses, including payroll. The Debtors historically do not fund the Non-Debtor Revenue Generators through Intercompany Transactions, and do not anticipate that the debtors will engage in any

---

<sup>12</sup> “**Wages and Benefits Motion**” means the *Emergency Motion of Debtors for an Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Compensation, (B) Maintain Employee Benefits Programs and Pay Related Obligations, and (C) Pay Prepetition Employment Expenses and (II) Granting Related Relief*, filed contemporaneously herewith.

<sup>13</sup> “**Taxes Motion**” means the *Emergency Motion of Debtors for an Order (I) Authorizing Debtors to Pay Certain Prepetition Taxes and (II) Granting Related Relief*, filed contemporaneously herewith.

Intercompany Transactions with the Non-Debtor Revenue Generators during the course of the Chapter 11 Cases.

108. At any given time, as a result of the Intercompany Transactions, one Debtor may have claims against another Debtor or Non-Debtor Affiliate, and vice versa. The Debtors seek relief to continue undertaking such transactions on account of obligations arising on a postpetition basis as between Debtors and both other Debtors and their Non-Debtor Affiliates (each, a “**Postpetition Intercompany Transaction**”) in the ordinary course. The Debtors maintain, and will continue to maintain, records of these transfers of cash and bookkeeping entries on a postpetition basis and will implement such other internal mechanisms as needed to permit them, with the assistance of their advisors, to accurately track the balance of and account for all prepetition and Postpetition Intercompany Transactions on demand. I believe that if the Intercompany Claims are accorded administrative expense status, each entity that participates in the Cash Management System and provides a benefit to the Debtors’ estates will be assured that it will be compensated for its efforts.

109. I am advised by the Debtors’ attorneys that the Bank Accounts are required to comply with section 345(b) of the Bankruptcy Code unless the Court orders otherwise for “cause.” Of the Debtors’ approximately forty-seven (47) Bank Accounts, twenty-three (23) are maintained at an Authorized Depository and contain amounts less than FDIC limits. The cost associated with satisfying the requirements of section 345(b) of the Bankruptcy Code and the UST Operating Guidelines with respect to the remaining Bank Accounts would be burdensome to the Debtors and their estates at this critical juncture in this chapter 11 case.

110. Furthermore, each of these accounts is maintained at well-capitalized and financially stable institutions and such accounts pose no cognizable risk to the Debtors’ estates.

Specifically, the accounts are maintained at HSBC or HSBC India, which are large, globally recognized, well-capitalized, and financially stable institutions, well-positioned to perform the depository and cash management functions during the chapter 11 cases. As such, the Debtors can maintain their applicable Bank Accounts at HSBC and HSBC India in the interim period without jeopardizing any parties in interest.

111. The Debtors are further requesting that the Court authorize the Banks to receive, process, honor, and pay, at the Debtors' direction and to the extent of funds on deposit, any and all checks drawn or electronic funds transfers requested or to be requested by the Debtors relating to the relief sought in the First Day Motions. Without the ability to transfer funds through banks and financial institutions, the Debtors will not be able to operate or reorganize.

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

### **C. Vendor Motion**

113. Pursuant to the *Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to Pay (A) Critical Vendor Claims, (B) Non-U.S. Vendors, (C) Lien Claims, and (D) 503(B)(9) Claims and (II) Granting Related Relief* filed contemporaneously herewith (the "**Vendor Motion**"), the Debtors are requesting (i) authority, but not direction, to pay in the ordinary course of business, based on their sound business judgment, (a) prepetition amounts owed to (1) Critical Vendors (as defined below), (2) Non-U.S. Vendors (as defined below), (3) Lien Claimants (as defined below), and (4) certain vendors that have delivered goods to the

Debtors in the ordinary course of business within twenty (20) days before the Petition Date and whose prepetition claims are thus entitled to administrative expense priority status under section 503(b)(9) of the Bankruptcy Code (the “**503(b)(9) Claimants**” and, such 503(b)(9) Claimants’ prepetition claims, the “**503(b)(9) Claims**”) and (ii) related relief.

114. In preparing to file for chapter 11, the Debtors’ senior management and financial advisors undertook a thorough analysis using certain criteria described more fully in the Vendor Motion to determine which of the Debtors’ vendors are critical to the Company’s ability to continue delivering its integrated analytics solutions to its clients (the “**Critical Vendors**” and, such Critical Vendors’ prepetition claims, the “**Critical Vendor Claims**”). Based on these criteria, the Debtors identified the Critical Vendors, which include, but are not limited to: (a) cloud services, data center and software providers (b) consultants, (c) network hardware and equipment providers, and (d) marketing and event service providers.

115. In addition, due to the global footprint of the Company, many of the Debtors’ creditors are located in jurisdictions outside of the United States (the “**Non-U.S. Vendors**” and, the Non-U.S. Vendors’ prepetition claims, the “**Non-U.S. Vendor Claims**”). The Non-U.S. Vendors generally provide the same categories of goods and services as the Critical Vendors outlined above. Many of the Non-U.S. Vendors have little or no connection to the United States. The Debtors are concerned that the Non-U.S. Vendors may be able to immediately pursue remedies and seek to collect prepetition amount owed to them in foreign jurisdictions. Such action would cause substantial disruption to the Company’s business and its ability to continue to service its clients throughout the Chapter 11 Cases.

116. While the Debtors seek authority to pay their Critical Vendors and Non-U.S. Vendors, the Debtors do not propose to pay all amounts outstanding immediately. Instead,

the Debtors propose to determine, in the exercise of their business judgment and based upon the liquidity available to them at the time such determination is made, which Critical Vendor Claims and Non-U.S. Vendor Claims, and in what amounts, will be paid, and the schedule for any such payments. I believe that payment of the Critical Vendor Claims and Non-U.S. Vendor Claims will not create an imbalance in the Debtors' cash flow because payment of these claims will allow the Company to continue to deliver its services to its clients, which, in turn, will generate additional revenues from which the Debtors and their creditors will benefit.

117. In addition to payment of the Critical Vendor Claims and Non-U.S. Vendor Claims, the Debtors seek authority to pay certain third parties, including transporters, shippers, and other vendors (collectively, the “**Lien Claimants**” and, the Lien Claimants' prepetition claims, the “**Lien Claims**”) that the Debtors believe have created, or could give rise to, a lien against the Debtors' property, regardless of whether the particular Lien Claimant has already perfected its interests. The Lien Claimants provide the Debtors with transportation services, which are vital to the Debtors' enterprise. I believe that payment of the Lien Claims will not create an imbalance in the Debtors' cash flow because payment of these claims will allow the Debtors to continue to fully operate their businesses and maintain their business operations as they transition into chapter 11, without the risk of such claimants asserting statutory liens against the Debtors' equipment and/or other goods in their possession.

118. Furthermore, the Debtors seek authority to grant administrative expense status to all undisputed 503(b)(9) Claims. In the ordinary course of the Debtors' business, numerous vendors and suppliers, including the Critical Vendors, provide the Debtors with goods that are necessary to operate their business. The Debtors may have outstanding orders with these vendors for goods ordered prepetition but not yet delivered or performed. As a result of the

Chapter 11 Cases, these vendors may be concerned that postpetition delivery of goods pursuant to a prepetition outstanding order will render the vendor a general unsecured creditor and may, therefore, refuse to ship or deliver materials to the Debtors. In order to avoid disruption in the delivery of goods, the Debtors seek (a) authorization to grant such 503(b)(9) Claims administrative expense status under section 503(b) of the Bankruptcy Code for undisputed obligations arising from the postpetition delivery or performance of outstanding orders, and (b) out of an abundance of caution, authorization to satisfy such undisputed obligations to vendors in the ordinary course of business under section 363(c) of the Bankruptcy Code. Absent such relief, the Debtors may be required to expend substantial time and effort reissuing or reaffirming the outstanding orders to provide the vendors with assurance of administrative priority.

119. Based upon the foregoing, I believe that the relief requested is essential, appropriate and in the best interests of the Debtors, their creditors, and all parties in interest.

#### **D. Customer Programs Motion**

120. Pursuant to the *Emergency Motion of Debtors for an Order (I) Authorizing Debtors to Continue and Honor Their Customer Programs and Otherwise Continue Their Customer Related Programs in the Ordinary Course of Business and (II) Granting Related Relief* filed concurrently herewith (the “**Customer Programs Motion**”), the Debtors request entry of an order (i) authorizing the Debtors to (x) continue the Customer Related Programs in the ordinary course of business and (y) perform and honor, at the Debtors’ sole discretion, their prepetition obligations with respect thereto and (ii) granting related relief.

121. As more fully described in the Customer Programs Motion, in the ordinary course of business, the Debtors engage in certain customary activities to develop and sustain positive relationships with their Customers. To that end, the Debtors have implemented various

customer-related programs designed to ensure their satisfaction and loyalty, increase sales, respond to competitive pressures, improve profitability, and generate goodwill for the Debtors and their products. These programs are necessary to ensure Customer and consumer satisfaction, increased sales, responsiveness to competitive pressures, maintenance of Customer loyalty, improved profitability, and goodwill for the Debtors and their products. The Customer Related Programs are also integral to the Debtors' efforts to stabilize their businesses, promote the continuity and continued vitality of the Debtors' businesses, and ultimately deliver the most value to all stakeholders in the Chapter 11 Cases.

122. Many of the Customer Related Programs are standard practice in the telecom analytics solutions industry and the Customers have come to expect these types of programs to be offered. The Debtors' inability to honor their Customer Related Programs would place them at a severe disadvantage relative to their competitors. Moreover, the Debtors must continue the Customer Related Programs in order to reassure their customers of the Company's ongoing viability, preserve goodwill, and to maintain critical business relationships. Accordingly, the Debtors seek authority to continue the Customer Related Programs in the ordinary course of business and to perform and honor their prepetition obligations thereunder.

123. Additionally, the Company often seeks and/or obtains letters of credit from financial institutions to support its obligations under certain Customer Related Programs. The Company intends to continue obtaining such letters of credit in the ordinary course post-petition, and any amounts related to such Customer Related Programs have been included in the Initial Budget (as defined in the DIP Motion). The Debtors therefore seek authority to continue seeking and/or obtaining letters of credit from financial institutions to support such obligations in the ordinary course of business.

124. I believe that continuing the Customer Related Programs in the ordinary course of business and performing and honoring prepetition obligations arising under such Customer Related Programs is in the best interests of the Debtors, their estates, and their creditors.

#### **E. Insurance Motion**

125. Pursuant to the *Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to (A) Continue Insurance Programs, and (B) Pay Certain Obligations with Respect Thereto; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief* filed contemporaneously herewith (the “**Insurance Motion**”), the Debtors request entry of interim and final orders (i) authorizing, but not directing them to (a) continue to maintain and renew, amend, supplement, place, or extend (if necessary) their Insurance Programs in accordance with their applicable insurance policies and indemnity and reimbursement agreements, and to continue to perform their obligations with respect thereto during the Chapter 11 Cases, and (b) pay certain prepetition obligations arising under the Insurance Programs; (ii) modifying the automatic stay to the limited extent necessary to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Program (as defined below); and (iii) granting related relief.

126. In the ordinary course of their operations, the Debtors maintain workers' compensation, cargo, cyber, commercial package, and other insurance programs (the “**Insurance Programs**”) and incur obligations to pay premiums and other obligations related thereto, including, but not limited to, any broker, advisor or third-party administrator fees, taxes, other fees, collateral, and deductibles, in accordance with, or relating to, their respective insurance policies through several insurance carriers (each, an “**Insurance Carrier**”), including those listed on Schedule 1 annexed to the Insurance Motion.

127. The Debtors are obligated to make premium payments related to General Insurance Programs based upon a fixed rate established and billed by each Insurance Carrier (collectively, the “**Insurance Premiums**”). The Debtors pay approximately \$865,000 in General Insurance Premiums each year, including incidental taxes and fees.

128. The Debtors’ Insurance Programs include: (i) coverage of workers’ compensation and employer’s liability (the “**Workers’ Compensation Program**”); (ii) coverage of potential third-party liability in connection with the Debtors’ business; (iii) coverage of the Debtors’ vehicles and related third-party liability; (iv) coverage for property losses; (v) coverage for risks and damages arising from data breaches and other data losses; (vi) coverage for losses arising from acts of terrorism; (vii) coverage of management and directors’ and officers’ liability; and (viii) excess coverage for various Insurance Policies (items (ii) through (viii), the “**General Insurance Programs**”). The Debtors also retain the services of various insurance service providers in connection with maintaining the Debtors’ Insurance Programs. Each of these is described more fully in the Insurance Motion.

129. In the ordinary course of business, the Debtors maintain the Workers’ Compensation Program for claims arising from, or related to, employment by the Debtors (the “**Workers’ Compensation Claims**”). The Debtors’ Workers’ Compensation Program is comprised of (i) the Berkley Policy and (ii) the Washington Workers’ Compensation Program (each as defined below).

130. To provide coverage for all of the Debtors’ employees other than their Washington-based employees, except as provided herein, the Debtors maintain their Workers’ Compensation Program through an insurance policy with Berkley National Insurance Company (“**Berkley**”, and such policy, the “**Berkley Policy**”). Washington is a monopolistic state for

workers' compensation insurance, meaning workers' compensation coverage is not available for purchase from private companies. Instead, the Debtors must purchase workers' compensation insurance for its employees from the Washington State Department of Labor & Industries (the **"Washington State Department of Labor & Industries"** and, such policy, the **"Washington Workers' Compensation Program"** and, together with the Berkley Policy, the **"Workers' Compensation Program"**). The Workers' Compensation Program covers, among other things, statutory workers' compensation and employer liability claims generally arising from accidents, death, or disease sustained by employees in the course of their employment with the Debtors.

131. It is my understanding that, under applicable workers' compensation laws, the Debtors may be obligated to pay all or part of a Workers' Compensation Claim directly to an employee, his or her medical providers, or his or her heirs or legal representatives. Accordingly, the Debtors seek to waive both the automatic stay as it relates to Workers' Compensation Claims, the corresponding notice requirements under Bankruptcy Rule 4001(d), and authorization, as necessary, and to the extent required by law or under the Workers' Compensation Program, to pay all or part of a claim related thereto directly to an employee, any of his or her medical providers, or any of his or her heirs or legal representatives, as set forth in the applicable law or policy.

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

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

**F. Wages and Benefits Motion**

133. Pursuant to the *Emergency Motion of Debtors for an Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Compensation, (B) Maintain Employee Benefits Programs and Pay Related Obligations, and (C) Pay Prepetition Employment Expenses, and (II) Granting Related Relief* filed concurrently herewith (the “**Wages and Benefits Motion**”), the Debtors request entry of an order (i) authorizing but not directing them to (a) pay all Employee Compensation Obligations (as defined below) and Employee Benefit Obligations (as defined below) and related fees, costs, and expenses incident to the foregoing, including amounts owed to third-party service providers and administrators and taxing authorities, and (b) maintain, and continue to honor and pay amounts with respect to, the Debtors’ business practices, programs, and policies for their employees as such were in effect prior to the Petition Date and as such may be modified, amended, or supplemented from time to time in the ordinary course of business, and (ii) granting related relief. The Debtors also seek an order authorizing them to continue to fund the Non-Debtor Employee Obligation to the Non-Debtor Employer Entities (each as defined below) in the ordinary course of business.

134. As described more fully in the Wages and Benefits Motion, the Company maintains a global workforce of approximately 1,800 employees, independent contractors and temporary staff. The majority of the Company’s employees, independent contractors and temporary staff are located overseas in locations such as India (approximately 1,000), Portugal (approximately 250), and Germany (approximately 100), which provide services to those locations and support the Debtors’ operations in the United States.

135. The Debtors employ approximately 90 employees in the United States (each, an “**Employee**”). The Debtors also rely on the services of approximately 25 independent contractors and 25 temporary employees engaged through third party agencies (the “**Supplemental Workforce**”). The Employees and the Supplemental Workforce perform a number of critical functions including service delivery, product development, project management, sales, financial, human resources, and other services necessary to operate the enterprise effectively. Without the Employees and the Supplemental Workforce’s continued, uninterrupted services, an effective reorganization of the Debtors will not be possible. In the ordinary course of their operations, the Debtors incur a number of obligations to, or on account of their Employees and Supplemental Workforce, including relating to compensation (the “**Employee Compensation Obligations**”), and benefits (“**Employee Benefits Obligations**” and, together with the Employee Compensation Obligations, the “**Employee Obligations**”).

136. The Debtors also fund the wages, salaries and provision of certain benefits to employees of certain of the Debtors’ non-Debtor affiliates (collectively, the “**Non-Debtor Employer Entities**”). The Non-Debtor Employer Entities employ approximately (i) 1,500 employees and (ii) engage approximately (x) 70 independent contractors and (y) 100 temporary employees through third party agencies (the “**Non-Debtor Workforce**”). The Debtors’ average monthly payment for Non-Debtor Employer Entities in connection with the Non-Debtor Workforce on account of wages, salaries, and the provision of certain benefits (the “**Non-Debtor Employee Obligations**”) is \$2,810,000, which is transferred to the Non-Debtor Employer Entities in accordance with the procedures set forth in the Cash Management Motion.

137. The Debtors’ Employees and the Non-Debtor Workforce are among the most important parts of the Company’s business. I believe that any delay in paying or failure to

pay prepetition Employee Obligations could irreparably impair the morale of the Debtors' workforce at the time when their dedication, confidence, retention, and cooperation are most crucial. Failure to pay the Employee Obligations could also inflict a significant financial hardship on the families of the Employees. The Debtors cannot risk such a substantial disruption to their business operations, and it is inequitable to put Employees at risk of such hardship. Without the relief requested in the Wages and Benefits Motion, otherwise-loyal Employees and members of the Non-Debtor Workforce may seek other work opportunities, thereby putting at risk the Company's continued operation as a reorganized enterprise. Payment of the Employee Obligations in the ordinary course of business and continued funding of Non-Debtor Employee Obligations would enable the Debtors to focus on completing a successful reorganization, which would benefit all parties in interest.

138. In the ordinary course of business, the Debtors incur and pay obligations relating to salaries, wages and other compensation owed to Employees and the Supplemental Workforce. Additionally, Employees are entitled to reimbursement of certain reasonable and necessary expenses incurred while performing their employment duties, including job related travel and other business related expenses (the "**Expenses**"). I believe that payment of prepetition Expenses is necessary because any other treatment of Employees would be highly inequitable and risk alienation of the Debtors' workforce. Employees who have incurred reimbursable Expenses should not be forced personally to bear the cost of the Expenses, especially because those Employees incurred such Expenses for the Debtors' benefit, in the course of their employment by the Debtors, and with the understanding that they would be reimbursed for doing so.

139. In the ordinary course of business, the Debtors are required by law to deduct from Employees' gross pay including without limitation, garnishments, child support, spousal

support, service charges, and other similar deductions and other pre- and after tax deductions payable pursuant to certain employee benefits plans discussed in the Wages and Benefits Motion (collectively, the “**Deductions**”). In addition to the Deductions, certain laws require the Debtors to withhold amounts from the Employees’ gross pay related to federal, state, and local income taxes, Social Security and Medicare taxes for remittance to the appropriate federal, state, or local taxing authority (collectively, the “**Withholdings**”), which the Debtors must match, from their own funds, amounts for Social Security and Medicare taxes and pay, based on a percentage of gross payroll, additional amounts for federal and state unemployment insurance (collectively with the Withholdings, the “**Payroll Taxes**”). I believe that disbursement of the Deductions and payment of the Payroll Taxes would not prejudice other creditors because I have been informed by counsel that such obligations generally give rise to priority claims under section 507(a) of the Bankruptcy Code.

140. As a part of their Employee Compensation Obligations, the Debtors also maintain, in the ordinary course, a variety of bonus and commission programs (the “**Bonus and Commission Programs**”) and also in specific circumstances pay severance to certain non-insider Employees (the “**Employee Severance Obligations**”). The Bonus and Commission Programs and the Employee Severance Obligations are necessary for maintaining positive Employee morale and loyalty, and failure to honor obligations under these programs could cause severe hardship to the Debtors’ workforce in a critical time; the programs are integral and necessary for maintaining a stable workforce and the ultimate successful operation of the Debtors’ business. While the Debtors do not seek to pay any prepetition Employee Severance Obligations, the Debtors do seek relief to pay any Employee Severance Obligations for non-insiders in the ordinary course of business on account of any terminations that occur after the Petition Date.

141. The Debtors also make employee benefits available to eligible Employees. The benefits fall within the following categories: (i) employee leave benefits, including personal time off and holidays; (ii) medical, dental, vision, and prescription drug benefits, life insurance, accidental death and dismemberment insurance, disability insurance, and health savings accounts; and (iii) certain other benefits (collectively, the “**Employee Benefits**”). I believe that maintaining the Employee Benefits are critical for maintaining Employee morale during the Chapter 11 Cases, and to prevent Employees from seeking employment from other companies that offer similar benefits.

142. As described in the Wages and Benefits Motion, the Debtors pay fees to third-party administrators and servicers of Employee Compensation Obligations and Employee Benefits Obligations. Third-party administrators assist the Debtors with, among other things, administering of the Employee Benefits, and also assist with payroll servicing and payroll transfer administration in connection with Employee Obligations. I believe that continued payment to third-party administrators is necessary, and without the continued service of these administrators, the Debtors will be unable to continue honoring their obligations to Employees in an efficient and cost-effective manner.

143. I believe that the total amount sought to be paid by the Wages and Benefits Motion is modest compared to the magnitude of the Debtors’ overall business. Furthermore, the Debtors have sufficient funds to pay the Employee Obligations and to continue to fund the Non-Debtor Employee Obligations in the ordinary course using cash maintained by the Debtors and cash generated through operations. Accordingly, I believe the relief requested in the Wages and Benefits Motion is necessary to avoid immediate and irreparable harm and is in the best interests of the Debtors, their estates, and all parties in interest.

**G. Taxes Motion**

144. Pursuant to the *Emergency Motion of Debtors for an Order (I) Authorizing Debtors to Pay Certain Prepetition Taxes and (II) Granting Related Relief* (the “**Taxes Motion**”) filed concurrently herewith, the Debtors request entry of an order (i) authorizing, but not directing, the Debtors to satisfy all Taxes (as defined below) due and owing to various federal, state, local, and foreign taxing and regulatory authorities (collectively, the “**Taxing and Regulatory Authorities**”) that arose prior to the Petition Date, including all Taxes subsequently determined by audit or otherwise to be owed for periods prior to the Petition Date, and to pay any postpetition amounts that become due and owing to the Taxing and Regulatory Authorities in the ordinary course during these cases.

145. The taxes and regulatory assessments the Debtors typically incur generally fall into the following categories: Sales and Use Taxes, Property Taxes, Income Taxes, Franchise and Other Taxes, Regulatory Assessments, Service Fees, and Non-Debtor Foreign Taxes (each as defined in the Taxes Motion and, collectively, the “**Taxes**”). Approximately \$1,633,200 in Taxes relating to periods prior to the Petition Date will come due and owing to the Taxing and Regulatory Authorities after the Petition Date.

146. As more fully described in the Taxes Motion, failure to pay the Taxes and the Regulatory Assessments, as applicable, may cause the Taxing and Regulatory Authorities to take precipitous action, including, but not limited to, filing liens, preventing the Debtors from conducting business in the ordinary course in the applicable jurisdictions in which they operate, and potentially holding directors and officers personally liable, all of which would disrupt the Debtors’ day-to-day business operations, potentially impose significant costs of the Debtors’ estates and their creditors, and hinder the Debtors’ efforts to successfully reorganize. Based on

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

#### **H. Utilities Motion**

147. Pursuant to the *Emergency Motion of Debtors for an Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment to Utility Providers; (II) Establishing Procedures for Resolving Objections by Utility Providers; (III) Prohibiting Utility Providers From Altering, Refusing, or Discontinuing Service; and (IV) Granting Related Relief* filed concurrently herewith (the “**Utilities Motion**”), the Debtors request entry of an order (i) approving the Debtors' proposed form of adequate assurance of payment to the Utility Providers, (ii) establishing procedures for resolving objections by the Utility Providers relating to the adequacy of the Debtors' proposed adequate assurance, (iii) prohibiting the Utility Providers from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on account of the commencement of the Chapter 11 Cases or outstanding prepetition invoices, and (iv) granting related relief.

148. As more fully described in the Utilities Motion, in the ordinary course of business, the Debtors incur expenses for, among other things, electricity, internet, telephone, sewer, trash disposal, water, waste disposal, and other similar services. I believe that preserving utility services on an uninterrupted basis is essential to the Debtors' ongoing operations.

149. Based on their monthly average for the twelve months prior to the Petition Date, the Debtors estimate that on average, they spend approximately \$5,000 per month on utility services. To provide additional assurance of payment, the Debtors propose to deposit cash into a segregated account in an amount equal to approximately two (2) weeks' cost of utility services (less any amounts guaranteed pursuant to a letter of credit issued in favor of any such Utility

Provider that have not been applied to outstanding prepetition amounts), (the “**Adequate Assurance Deposit**”), calculated, where practicable, using the historical average for such payments during the twelve (12) months prior to the Petition Date. The Debtors estimate that the Adequate Assurance Deposit would total approximately \$2,400. Such Adequate Assurance Deposit will further assure the Utility Providers of payment for postpetition services.

150. Furthermore, I believe the Adequate Assurance Procedures are necessary for the Debtors to effectuate their chapter 11 strategy without unnecessary and costly disruptions on account of discontinued utility services. If the Adequate Assurance Procedures are not approved, the Debtors likely will be confronted with and forced to address numerous requests by their utility providers at a critical time for their business. The Debtors’ utility providers could unilaterally decide that they are not adequately protected and, therefore, may make exorbitant demands for payment to continue providing service or discontinue providing service to the Debtors altogether. Such an outcome could seriously jeopardize the Debtors’ operations and their ability to maximize the value of their estates.

151. Accordingly, on behalf of the Debtors, I respectfully submit that the relief requested in the Utilities Motion is in the best interests of the Debtors’ estates, and should be granted.

#### **I. Creditor List Motion**

152. Pursuant to the *Emergency Motion of Debtors for Order (I) Authorizing Debtors to (A) File a Consolidated Creditor Matrix and a Consolidated List of 30 Largest Unsecured Creditors and (B) Redact Certain Personal Identification Information and (II) Approving Form and Manner of Notifying Creditors of Commencement of Chapter 11 Cases and Other Information* filed contemporaneously herewith (the “**Creditor List Motion**”), the

Debtors are seeking entry of an order (i) authorizing the Debtors to (a) file a consolidated creditor matrix (the “**Consolidated Creditor Matrix**”) and a consolidated list of the Debtors’ thirty (30) largest unsecured creditors (the “**Consolidated Top 30 Creditors List**”) and (b) redact the names, addresses, and e-mail addresses of the Debtors’ employees, independent contractors, customers, individual creditors, and other individuals, as necessary, or required by applicable laws, and (c) redact the addresses and e-mail addresses of the Debtors’ former and current directors, and (ii) approving the form and manner of notifying creditors of the commencement of the Chapter 11 Cases and other information.

153. I am advised that Bankruptcy Rule 1007(a) requires each debtor to file a separate mailing matrix, each containing names and addresses of all creditors, including individuals, as well as a separate list of top unsecured creditors for each debtor. Because the preparation of separate lists of creditors for each Debtor would be expensive, time consuming, and administratively burdensome, the Debtors request authority to file one Consolidated Creditor Matrix for all Debtors. Further, because a significant number of creditors may be shared among the Debtors, the Debtors request authority to file the Consolidated Top 30 Creditors List for all Debtors, rather than file separate top 20 creditor lists for each Debtor. The Consolidated Top 30 Creditors List will help alleviate administrative burden, costs, and the possibility of duplicative service.

154. I also believe that cause exists to authorize the Debtors to redact names, addresses, and e-mail addresses of the Debtors’ current and former individual employees, individual independent contractors, and the Debtors’ individual creditors as well as the addresses and e-mail addresses of individual directors from the Consolidated Creditor Matrix because such information could be used to perpetrate identity theft. Cause also exists to authorize the Debtors

to redact names, address, and e-mail addresses of former, current, or prospective customers because such information is commercial information protected under Section 107(b) of the Bankruptcy Code. Further, the Debtors propose to provide, upon request, an unredacted version of the Consolidated Creditor Matrix to the Court, the U.S. Trustee, and counsel to any official committees appointed in the Chapter 11 Cases.

155. Finally, I am advised that, in compliance with the requirements of Bankruptcy Rule 2002(a), of which I have been advised, the Debtors, through Kroll Restructuring Administration LLC (“**Kroll**”), their proposed claims and noticing agent, propose to serve the Notice of Commencement (as defined in the Creditor List Motion) on all parties entitled to notice of commencement of the Chapter 11 Cases, to advise them of commencement of the Chapter 11 Cases and the section 341 meeting of creditors. I believe service of the Notice of Commencement on the Consolidated Creditor Matrix will not only prevent the Debtors’ estates from incurring unnecessary costs associated with serving multiple notices to the parties listed on the Debtors’ voluminous Consolidated Creditor Matrix, but will also preserve judicial resources and prevent creditor confusion through the efficient service of critical information.

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

#### **J. Claims Agent Retention Application**

157. Pursuant to the *Emergency Ex Parte Application for Entry of an Order Authorizing Employment and Retention of Kroll Restructuring Administration LLC as Claims, Noticing, and Solicitation Agent* filed concurrently herewith (the “**Claims Agent Retention Application**”), the Debtors request entry of an order appointing Kroll as the claims, noticing, and

solicitation agent (the “**Claims and Noticing Agent**”) for the Debtors in the Chapter 11 Cases, effective as of the Petition Date.

158. As more fully described in the Claims Agent Retention Application, the Claims and Noticing Agent will, among other tasks, (i) serve as the noticing agent to mail notices to creditors, equity security holders, and other parties in interest, (ii) provide computerized claims, objection, solicitation, and balloting database services, and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Chapter 11 Cases, pursuant to the provisions of the Engagement Agreement (as defined in the Claims Agent Retention Application).

159. I am informed by Weil that the Debtors will be required to provide notice to thousands of persons and entities during the pendency of the Chapter 11 Cases. The appointment of Kroll as the Claims and Noticing Agent will provide the most effective and efficient means of providing that notice, as well as soliciting and tabulating votes on the proposed plan of reorganization, thereby relieving the Debtors of the administrative burden associated with all of these necessary tasks. In addition, by appointing Kroll as the Claims and Noticing Agent in the Chapter 11 Cases, the distribution of notices will be expedited, and the Office of the Clerk of the Bankruptcy Court will be relieved of the administrative burden of noticing. Accordingly, I believe the Claims Agent Retention Application should be granted in all respects.

#### **K. Request for Emergency Consideration**

160. Pursuant to the *Request for Emergency Consideration of Certain “First Day” Matters* filed concurrently herewith, the Debtors request emergency consideration of the Joint Administration Motion; the DIP Motion; the Cash Management Motion; the Vendor Motion; the Customer-Related Programs Motion; the Insurance Motion; the Wages Motion; the Taxes

Motion; the Utilities Motion; the Creditor List Motion; the Claims Agent Retention Application; and the Weil Retention Application. I believe that, based on the complexity of the Chapter 11 Cases (as explained to me by the Debtors' counsel) and the Debtors' urgent need to continue operations during these cases, emergency consideration of such motions is warranted.

## **VI. Conclusion**

161. The above describes the Debtors' business and capital structure, the factors that precipitated the commencement of the Chapter 11 Cases, and the critical need for the Debtors to obtain the relief set forth in the First-Day Motions. The provisions of the Bankruptcy Code will assist the Debtors in achieving their financial reorganization and reestablishing themselves as a healthy economic enterprise able to effectively compete in their industry for the benefit of their economic stakeholders and employees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing  
is true and correct.

Dated: July 23, 2024  
Cupertino, California

/s/ Mike Salfity

Name: Mike Salfity

Title: Chief Executive Officer

**Certificate of Service**

I hereby certify that on July 23, 2024, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Gabriel A. Morgan  
Gabriel A. Morgan

**Exhibit A**

Restructuring Support Agreement

**THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTIONS 1125 AND 1126 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 DRAFT RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE SUPPORT EFFECTIVE DATE ON THE TERMS DESCRIBED IN THIS AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES TO THIS AGREEMENT.**

### **RESTRUCTURING SUPPORT AGREEMENT**

This RESTRUCTURING SUPPORT AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, and including all exhibits, annexes, and schedules hereto, this “**Agreement**”), dated July 23, 2024, is entered into by and among:

(a) Mobileum, Inc.; Matrix Intermediate, Inc. (“**Intermediate**”); Matrix Holdco, LLC (“**Holdings**”); Matrix Parent, Inc. (“**Matrix Parent**”); Mobile Acquisition Corp.; SIGOS LLC; UnwiredSoft, Inc.; We Do Technologies Americas, Inc.; Convene Networks LLC; Developing Solutions Inc.; and Phase 3 Innovations Holdings, Inc. (collectively, the “**Debtors**”, and each, a “**Debtor**”);

(b) the undersigned beneficial holders, or investment advisors, sub-advisors or managers for the accounts of beneficial holders or beneficial holders, which such accounts or beneficial holders such investment advisors, sub-advisors, or managers have authority to bind or direct (in the event that such investment advisor, sub-advisor, or manager is party to, or an affiliate of a party to, a derivative or participation transaction that transfers economics of ownership to such investment advisor, sub-advisor, or manager, or affiliate thereof), of first lien term loans (the “**First Lien Term Loans**”) and revolving credit facility loans (the “**First Lien Revolving Loans**”), in each case arising under that certain First Lien Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented, or modified from time to time prior to the date hereof, the “**First Lien Credit Agreement**”), by and among, Holdings, Matrix Parent, the lenders from time to time party thereto (the “**First Lien Lenders**”), and the agent to the First Lien Lenders under the First Lien Credit Agreement, plus accrued and unpaid interest, fees, and other amounts arising and payable with respect thereto, (the “**First Lien Debt Claims**”, and such undersigned holders of First Lien Debt Claims, the “**Initial Consenting First Lien Lenders**”, and together with any First Lien Lenders that subsequently become party to this agreement, solely in their capacity as First Lien Lenders, the “**Consenting First Lien Lenders**”);

(c) the undersigned holders of indebtedness under that certain Note Purchase Agreement, dated as of March 15, 2023 (as amended, restated, amended and restated, supplement, or modified from time to time prior to the date hereof, the “**Note Purchase Agreement**”) by and among Holdings, Matrix Parent, as issuer, the other Debtors party thereto as guarantors, the noteholders who are time to time party thereto (the “**First Lien Noteholders**”), and the notes agent for the Noteholder under the Notes Purchase Agreement, plus accrued and unpaid interest, fees,

and other amounts arising and payable with respect thereto (the “**First Lien Notes Claims**”, together with the First Lien Debt Claims, the “**First Lien Claims**”, and such undersigned holders of First Lien Notes Claims, the “**Initial Consenting First Lien Noteholders**”, together with any First Lien Noteholders that subsequently become party to this agreement, solely in their capacity as First Lien Noteholders, the “**Consenting Noteholders**”);

(d) the undersigned beneficial holders, or investment advisors, sub-advisors or managers for the accounts of beneficial holders or beneficial holders, which such accounts or beneficial holders such investment advisors, sub-advisors, or managers have authority to bind or direct (in the event that such investment advisor, sub-advisor, or manager is party to, or an affiliate of a party to, a derivative or participation transaction that transfers economics of ownership to such investment advisor, sub-advisor, or manager, or affiliate thereof), of second lien term loans (the “**Second Lien Term Loans**”) arising under that certain Second Lien Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented, or modified from time to time prior to the date hereof, the “**Second Lien Credit Agreement**”), by and among, Holdings, Matrix Parent, the lenders from time to time party thereto (the “**Second Lien Lenders**”), and the agent to the Second Lien Lenders under the Second Lien Credit Agreement, plus accrued and unpaid interest, fees, and other amounts arising and payable with respect thereto, (the “**Second Lien Debt Claims**”, and such undersigned holders of Second Lien Debt Claims, the “**Initial Consenting Second Lien Lenders**”, and together with any Second Lien Lenders that subsequently become party to this agreement, solely in their capacity as Second Lien Lenders, the “**Consenting Second Lien Lenders**”, and with the Consenting First Lien Lenders and Consenting Noteholders, the “**Consenting Creditors**”);<sup>1</sup> and

(e) (i) Matrix TopCo, L.P. (“**TopCo**”) and (ii) H.I.G. Technology Partners A, L.P., H.I.G. Technology Partners B, L.P., H.I.G. Europe Middle Market LBO Fund III, L.P., H.I.G. Middle Market LBO Fund III, L.P., H.I.G. Matrix Co-Investors L.P., and H.I.G. Mobile, L.P. (collectively, the “**H.I.G. Parties**” and, together with TopCo, the “**Consenting Sponsor**” and, the Consenting Sponsor together with the Consenting Creditors, the “**Consenting Parties**”).

The Debtors, each of the Consenting Parties, and any subsequent Person that becomes a party hereto in accordance with the terms hereof are collectively referred to herein as the “**Parties**” and each, individually as a “**Party**.” Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Restructuring Term Sheet (as defined below). The terms of the Restructuring Term Sheet are hereby incorporated by reference and included in the terms of this Agreement. In the event of any inconsistencies between this Agreement and the Restructuring Term Sheet, the Restructuring Term Sheet shall govern.

---

<sup>1</sup> For the avoidance of doubt, all Claims and Causes of Action against any Debtor held by the Consenting Creditors shall be voted in favor of, or released pursuant to, the Plan in accordance with and subject to the terms and conditions of this Agreement.

## RECITALS

**WHEREAS**, the Parties have negotiated in good faith at arm's-length and agreed to consummate and support a restructuring of the Company's capital structure (the "**Restructuring**") pursuant to the Restructuring Transactions<sup>2</sup> on the terms set forth in this Agreement and as specified in the Restructuring Term Sheet;

**WHEREAS**, the Debtors will implement the Restructuring Transactions through commencement by the Debtors of voluntary cases (the "**Chapter 11 Cases**") under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

**WHEREAS**, as of the date hereof, the Initial Consenting First Lien Lenders, in the aggregate, hold, own, or control approximately: 88.4% of the aggregate outstanding principal amount of First Lien Debt Claims, including (i) 98.9% of the aggregate outstanding principal amount of the First Lien Term Loans and (ii) 16% of the aggregate outstanding principal amount of the First Lien Revolving Loans;

**WHEREAS**, as of the date hereof, the Initial Consenting First Lien Noteholders, in the aggregate, hold, own, or control approximately 100% of the aggregate outstanding principal amount of First Lien Notes Claims;

**WHEREAS**, as of the date hereof, the Initial Consenting Second Lien Lenders, in the aggregate, hold, own, or control approximately 77% of the aggregate outstanding principal amount of Second Lien Debt Claims;

**WHEREAS**, as of the date hereof, TopCo holds 100% of the Interests in Intermediate and the H.I.G. Parties hold 59.9% of the interests in TopCo;

**WHEREAS**, the Parties desire to express to each other their mutual support and commitment in respect of the matters set forth in this Agreement, including the Plan;

**WHEREAS**, certain Consenting Creditors or their affiliates have committed to provide a superpriority senior-secured, priming debtor-in-possession term loan facility (the "**DIP Facility**" or "**DIP Financing**") consisting of (i)(x) \$60,000,000 of new money DIP Loans (the "**New Money DIP Loans**") and (ii)(y) subject to the DIP Term Sheet and paragraph 2(c) of the DIP Orders, a roll up of \$100,000,000 in principal amount of First Lien Claims held by DIP Lenders (as defined below) (the "**Rolled-Up DIP Loans**" and, together with the New Money DIP Loans, the "**DIP-to-Exit Term Loans**"), to the Debtors pursuant to the terms and subject to the conditions of the DIP Credit Agreement (as defined below), \$160,000,000 of which will convert, on a dollar-for-dollar basis, to Exit Term Loans (as defined in the Exit Facility Term Sheet) upon the Effective Date subject to the terms and conditions set forth in this Agreement and the DIP Credit Agreement and (ii) the Backstop Premium (as defined in the Restructuring Term Sheet), which shall be in the form of the Tranche B Loans (as defined in the DIP Term Sheet);

---

<sup>2</sup> Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Restructuring Term Sheet (as defined below).

**WHEREAS**, certain Consenting Creditors or their affiliates that are parties to the Backstop Commitment Letter (in such capacity, the “**DIP Backstop Parties**”) will, severally and not jointly, commit to backstop the DIP Facility, in accordance with the terms of Restructuring Term Sheet and the Backstop Commitment Letter (each such commitment, a “**Backstop Commitment**”); and

**WHEREAS**, the Company and the Consenting Parties have agreed to contribute their respective interests in the Audax Litigation (as defined in the Litigation Proceeds Term Sheet) to the Litigation Trust on the terms and conditions set forth in the Litigation Proceeds Term Sheet.

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

1. **Certain Definitions.**

As used in this Agreement, the following terms have the following meanings:

- (a) “**Agreement**” has the meaning set forth in the preamble to this Agreement.
- (b) “**Alternative Restructuring**” means any reorganization, merger, consolidation, tender offer, exchange offer, business combination, joint venture, partnership, sale of all or any material portion of assets, financing (debt or equity) other than a refinancing of the DIP Facility that pays all DIP Obligations in full in cash in accordance with the terms of the DIP Documents, plan proposal, recapitalization, restructuring of the Debtors, or other transaction of similar effect, other than the Restructuring; provided that any Alternative Restructuring that is implemented pursuant to a valid amendment of this Agreement shall not be an Alternative Restructuring.
- (c) “**Backstop Commitment**” has the meaning set forth in the recitals to this Agreement.
- (d) “**Business Day**” means any day, other than a Saturday, a Sunday, or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.
- (e) “**Chapter 11 Cases**” has the meaning set forth in the recitals to this Agreement.
- (f) “**Consenting Claims**” means all Claims against any Debtor held by or on behalf of or in the control of Consenting Creditors from time to time.
- (g) “**Consenting Creditor Advisors**” means the Consenting First Lien Creditor Advisors and Consenting Second Lien Creditor Advisors.
- (h) “**Consenting Creditor Group Counsels**” means the Consenting First Lien Creditor Group Counsel and the Consenting Second Lien Creditor Group Counsel.

(i) **“Consenting Creditors”** has the meaning set forth in the preamble to this Agreement.

(j) **“Consenting Creditor Related Fund”** means any fund managed, advised or sub-advised by a Consenting Creditor or any of its affiliates.

(k) **“Consenting First Lien Creditor Advisors”** means collectively (i) Consenting First Lien Creditor Group Counsel, (ii) Houlihan Lokey, Inc., as financial advisor to the First Lien Ad Hoc Group, (iii) Porter Hedges LLP, as local Texas counsel to the First Lien Ad Hoc Group, and (iv) one local legal counsel per other foreign jurisdiction as the Requisite Consenting First Lien Lenders determine reasonably necessary.

(l) **“Consenting First Lien Creditor Group Counsel”** means Milbank LLP, as legal advisor to the First Lien Ad Hoc Group.

(m) **“Consenting Second Lien Creditor Advisors”** means collectively (i) Consenting Second Lien Creditor Group Counsel, and (ii) Greenhill & Co., as financial advisor to the Second Lien Ad Hoc Group.

(n) **“Consenting Second Lien Creditor Group Counsel”** means Akin Gump Strauss Hauer & Feld LLP, as legal advisor to the Second Lien Ad Hoc Group.

(o) **“Consenting Creditor Termination Event”** has the meaning set forth in Section 8.02.

(p) **“Consenting Parties”** has the meaning set forth in the preamble to this Agreement.

(q) **“Consenting Sponsor”** has the meaning set forth in the preamble to this Agreement.

(r) **“Consenting Sponsor Counsel”** means Simpson Thacher & Bartlett LLP and one local legal counsel as reasonably necessary as determined by the Consenting Sponsor.

(s) **“Consenting Sponsor Termination Event”** has the meaning set forth in Section 8.04.

(t) **“Debtors”** has the meaning set forth in the preamble to this Agreement.

(u) **“Debtors Advisors”** means Weil, Evercore Group, L.L.C., and FTI Consulting, Inc.

(v) **“Debtor Termination Event”** has the meaning set forth in Section 8.03.

(w) **“Definitive Documents”** means, collectively: (i) the Plan and the Plan Supplement, including, without limitation, any schedules of assumed or rejected contracts, (ii) the Disclosure Statement and the Solicitation Materials and exhibits related thereto, (iii) the Disclosure Statement Approval Order, (iv) the Confirmation Order, (v) the DIP Documents, including the DIP

Orders; (vi) the Exit Credit Agreement and related credit documents, (vii) the New Corporate Governance Documents; (viii) the Management Incentive Plan, if any, (ix) the Litigation Trust Agreement, (x) the Backstop Commitment Letter, (xi) the First Day Orders, and (xiii) any other material, documents, instruments, schedules, or exhibits described in, related to, or contemplated in, or necessary to implement, each of the foregoing.

(x) **“DIP Backstop Parties”** has the meaning set forth in the recitals to this Agreement.

(y) **“DIP Commitments”** has the meaning set forth in the recitals to this Agreement.

(z) **“DIP Facility”** or **“DIP Financing”** has the meaning set forth in the recitals to this Agreement.

(aa) **“DIP Loans”** has the meaning set forth in the recitals to this Agreement.

(bb) **“Direct Interest”** has the meaning set forth in Section 6(h).

(cc) **“Disclosure Statement Approval Order”** means the order of the Bankruptcy Court approving the Disclosure Statement and solicitation procedures in connection thereto.

(dd) **“Effective Date Milestone”** has the meaning set forth in Exhibit C.

(ee) **“Evercore”** means Evercore Group, L.L.C.

(ff) **“Fiduciary Out Determination”** means the board of directors, board of managers, or such similar governing body of any Debtor reasonably determines in good faith after consultation with outside counsel that proceeding with any of the Restructuring Transactions, or any of the Debtors obligations hereunder would be inconsistent with the exercise of its fiduciary duties under applicable Law.

(gg) **“First Day Orders”** means any interim or final orders of the Bankruptcy Court granting the relief requested in the first-day pleadings that the Debtors determine are necessary or desirable to file in the Chapter 11 Cases.

(hh) **“First Lien Ad Hoc Group”** means the ad hoc group of First Lien Lenders represented by the Consenting First Lien Creditor Advisors.

(ii) **“First Lien Credit Agreement”** has the meaning set forth in the preamble to this Agreement.

(jj) **“First Lien Debt Claims”** has the meaning set forth in the preamble to this Agreement.

(kk) **“First Lien Lenders”** has the meaning set forth in the preamble to this Agreement.

(ll) **“First Lien Notes Claims”** has the meaning set forth in the preamble to this Agreement.

(mm) **“First Lien Revolving Loans”** has the meaning set forth in the preamble to this Agreement.

(nn) **“First Lien Term Loans”** has the meaning set forth in the preamble to this Agreement.

(oo) **“Holdings”** has the meaning set forth in the preamble to this Agreement.

(pp) **“Indirect Interest”** has the meaning set forth in Section 6(h).

(qq) **“Initial Consenting First Lien Lenders”** has the meaning set forth in the preamble to this Agreement.

(rr) **“Initial Consenting Noteholders”** has the meaning set forth in the preamble to this Agreement.

(ss) **“Initial Consenting Second Lien Lenders”** has the meaning set forth in the preamble to this Agreement.

(tt) **“Intermediate”** has the meaning set forth in the preamble to this Agreement.

(uu) **“Joinder Agreement”** has the meaning set forth in Section 4.02.

(vv) **“Matrix Parent”** has the meaning set forth in the preamble to this Agreement.

(ww) **“Milestones”** means the “Milestones” set forth in Exhibit C.

(xx) **“Minority Shareholder”** means Audax Management Company, LLC and its affiliates.

(yy) **“New Money DIP Loans”** has the meaning set forth in the recitals to this Agreement.

(zz) **“Outside Date”** means the date that is six (6) months following the Petition Date.

(aaa) **“Party”** or **“Parties”** has the meaning set forth in the preamble to this Agreement.

(bbb) **“Permitted Transferee”** has the meaning set forth in Section 4.02.

(ccc) **“Qualified Marketmaker”** has the meaning set forth in Section 4.02.

(ddd) “**Qualified Marketmaker Joinder Date**” has the meaning set forth in Section 4.02.

(eee) “**Restructuring**” has the meaning set forth in the recitals to this Agreement.

(fff) “**Restructuring Fees and Expenses**” means all reasonable and documented fees, costs, and expenses of each of the (i) Consenting First Lien Creditor Advisors, (ii) Consenting Second Lien Creditor Advisors; *provided*, however, such payment shall be capped at \$2.5 million for all fees and expenses incurred following the parties’ execution of the RSA, and (iii) Consenting Sponsor Counsel (the payment of such Consenting Sponsor Counsels’ fees shall not exceed \$750,000), in each case, in connection with the negotiation, formulation, preparation, execution, delivery, implementation, consummation and/or enforcement of this Agreement, the Plan, the Definitive Documents, and the transactions contemplated hereby and thereby.

(ggg) “**Restructuring Term Sheet**” means the term sheet attach hereto as Exhibit A (as may be amended, supplemented, or otherwise modified from time to time pursuant to this Agreement).

(hhh) “**Rolled-Up DIP Loans**” has the meaning set forth in the recitals to this Agreement.

(iii) “**Second Lien Ad Hoc Group**” means the ad hoc group of Second Lien Lenders represented by Akin Gump Strauss Hauer & Feld LLP, as counsel, and Greenhill & Co., as financial advisor.

(jjj) “**Second Lien Credit Agreement**” has the meaning set forth in the preamble to this Agreement.

(kkk) “**Second Lien Debt Claims**” has the meaning set forth in the preamble to this Agreement.

(lll) “**Second Lien Lenders**” has the meaning set forth in the preamble to this Agreement.

(mmm) “**Second Lien Term Loans**” has the meaning set forth in the preamble to this Agreement.

(nnn) “**Securities Act**” means the U.S. Securities Act of 1933, as amended and any rules and regulations promulgated thereby.

(ooo) “**Support Effective Date**” means the date on which counterpart signature pages to this Agreement shall have been executed and delivered by (i) the Debtors, (ii) Initial Consenting First Lien Lenders holding at least 66.7% of the aggregate outstanding principal of First Lien Claims, (iii) Initial Consenting Second Lien Lenders holding at least 66.7% of the aggregate outstanding principal of Second Lien Claims, and (iv) the Consenting Sponsor.

(ppp) “**Support Period**” means the period commencing on the Support Effective Date and ending on the Termination Date.

(qqq) “**Termination Date**” means the date on which termination of this Agreement is effective as to a Party in accordance with Section 8 of this Agreement.

(rrr) “**Transfer**” has the meaning set forth in Section 4.02.

(sss) “**Weil**” means Weil, Gotshal & Manges LLP, as legal advisors to the Debtors.

## 2. **Passage of Time**

With respect to any Milestone or other reference of time herein, if the last day of such period falls on a Saturday, Sunday, or a “legal holiday,” as defined in Rule 9006(a) of the Federal Rules of Bankruptcy Procedure, such Milestone or other reference of time shall be extended to the next day that is not a Saturday, Sunday, or a “legal holiday,” as defined in Rule 9006(a) of the Federal Rules of Bankruptcy Procedure; *provided*, for the avoidance of doubt, that any Milestone with respect to a hearing date shall be subject to the Bankruptcy Court’s availability; *provided, however*, that any such hearing date shall not be extended by more than three (3) Business Days without the consent of the Requisite Consenting First Lien Lenders.

## 3. **Restructuring.**

Section 3.01 Confirmation of the Plan. Subject to the terms of this Agreement, the Parties will use their commercially reasonable efforts to obtain confirmation of the Plan as soon as reasonably practicable after the Petition Date in accordance with the Bankruptcy Code and on terms consistent with this Agreement. Each Party shall use its commercially reasonable efforts to cooperate fully and coordinate amongst each other and with the Debtors in connection therewith. Further, each of the Parties shall take such action (including executing and delivering any other agreements) as may be reasonably necessary or as may be required by order of the Bankruptcy Court, to carry out the purpose and intent of this Agreement (including, without limitation, to provide any information reasonably necessary, or information requested from federal, state, or local regulators, to obtain required regulatory approvals necessary for confirmation of the Plan or consummation of the Restructuring).

Section 3.02 Definitive Documents. Each of the Definitive Documents shall (a) contain terms and conditions consistent in all material respects with this Agreement, including the Restructuring Term Sheet, and (b) otherwise be in form and substance reasonably acceptable to the Debtors and the Requisite Consenting First Lien Lenders; *provided, that*, notwithstanding anything to the contrary in this Agreement, the following Definitive Documents shall be consistent in all respects with this Agreement and otherwise in form and substance acceptable to the Debtors and the Requisite Consenting First Lien Lenders: (i) the DIP Orders; (ii) the DIP Documents; (iii) the Plan, (iv) the Disclosure Statement, (v) the New Corporate Governance Documents, (vi) the Backstop Commitment Letter, (vii) the Restructuring Transactions Exhibit; (viii) the Schedule of Excluded Parties, and (ix) the Exit Credit Agreement and any related credit documents; *provided, further*, that the New Corporate Governance Documents shall be consistent in all respects with this Agreement and otherwise in form and substance acceptable solely to the Requisite Consenting First Lien Lenders in their sole discretion; *provided, further*, that notwithstanding anything to the contrary in this Agreement, (a) the Litigation Trust Agreement

and any agreements related thereto (to the extent that the Consenting Sponsor is a party) or that have an effect on the Consenting Sponsor's treatment, releases, settlements, rights, and obligations as set forth in this Agreement shall be in form and substance reasonably acceptable to the Debtors, Requisite Consenting First Lien Lenders, and the Consenting Sponsor, and (b) any Definitive Document to the extent it materially affects the treatment, economic recoveries, rights, or obligations of the holders of Second Lien Debt Claims as set forth in this Agreement (including the Restructuring Term Sheet and Governance Term Sheet attached thereto) shall be in form and substance reasonably acceptable to the Requisite Consenting Second Lien Lenders.

#### 4. **Agreements of the Consenting Creditors.**

Section 4.01 Support. Each Consenting Creditor, with respect to each of its respective Consenting Claims, hereby covenants and agrees, severally and not jointly, during the Support Period, that it shall:

(a) cooperate (to the extent reasonably practicable and subject to the terms hereof) with the Debtors and use its commercially reasonable efforts to support and consummate the Restructuring, including, for the avoidance of doubt, using its commercially reasonable efforts to obtain any necessary federal, state, and local regulatory approvals required to obtain confirmation of the Plan or consummate the Plan and the Restructuring contemplated thereby and herein by the Effective Date Milestone, on a timeline consistent with the Milestones;

(b) timely vote, cause to be voted, or direct to be voted all of its Claims (or Claims under its control or direction) entitled under the Plan to vote to accept or reject the Plan, to accept the Plan and not change or withdraw (or cause to be changed or withdrawn) any such vote; *provided* that each Consenting Creditor shall use commercially reasonable best efforts to vote, cause to be voted, or direct to be voted within five (5) Business Days following receipt of the Solicitation Materials all of its Claims (or Claims under its control or direction) entitled under the Plan to vote to accept or reject the Plan, to accept the Plan; *provided, further*, that each Consenting Creditor may change or withdraw its vote (i) if the Debtors withdraw the Plan or modify the Plan in a manner inconsistent with this Agreement or (ii) following termination of this Agreement;

(c) support and not object to approval of and entry of orders regarding the Definitive Documents, and confirmation and consummation of the Plan and the Restructuring, in each case consistent with the terms and conditions, and within the timeframes contemplated by, this Agreement (including the Restructuring Term Sheet); *provided, that*, nothing in this Agreement shall require a Consenting Creditor to file any motion or pleading;

(d) grant and, if applicable, not opt-out of the release of third-party claims pursuant to the Plan and Confirmation Order;

(e) not directly or indirectly (i) object to, delay, impede, or take any other action to interfere with the Chapter 11 Cases, DIP Financing, acceptance, confirmation, or implementation of the Plan, or the Restructuring, (ii) propose, support, vote for, encourage, seek, solicit, pursue, initiate, assist, join in, participate in the formulation of or enter into negotiations or discussions with any entity regarding, any Alternative Restructuring, including, for the avoidance of doubt, making or supporting any filings with the Bankruptcy Court or any regulatory agency,

or making or supporting any press release, press report or comparable public statement, or filing with respect to any Alternative Restructuring, or (iii) otherwise take any action that would be reasonably likely to interfere with, delay or postpone the consummation of the Restructuring;

(f) not direct any administrative agent, collateral agent, or indenture trustee (as applicable) to take any action inconsistent with such Consenting Creditor's obligations under this Agreement, and if any applicable administrative agent or collateral agent takes any action inconsistent with such Consenting Creditor's obligations under this Agreement, such Consenting Creditor, following written notification (email notice being sufficient) from the Debtors to such Consenting Creditor, will use commercially reasonable efforts to direct such administrative agent, collateral agent, or indenture trustee to cease, desist, and refrain from taking any such action, and to take such action as may be necessary to effect the Restructuring;

(g) complete, enter into, and effectuate the Definitive Documents (as applicable) as contemplated herein and subject to the terms and conditions of this Agreement;

(h) timely vote (or cause or direct to be voted) its Claims against any Alternative Restructuring;

(i) promptly inform Weil (which may be through the Consenting Creditor Advisors) and Consenting Sponsor Counsel of the occurrence of any Consenting Creditor Termination Event, Debtor Termination Event, or Consenting Sponsor Termination Event that the Consenting Creditors or their advisors are aware of;

(j) act in good faith consistent with this Agreement;

(k) comply with, and not take any actions inconsistent with transactions contemplated by the Litigation Proceeds Term Sheet;

(l) to the extent any legal, regulatory, or structural impediment arises that would prevent, hinder, or delay the consummation of the Plan and Restructuring Transactions (as determined by the Debtors and the Requisite Consenting First Lien Lenders in good faith), negotiate in good faith appropriate additional or alternative provisions to address any such impediment; and

(m) refrain from, directly or indirectly, taking any action that would be inconsistent with this Agreement or would be reasonably likely to interfere with the Restructuring, including: (i) encouraging another Person (including the Minority Shareholder) to undertake any action prohibited by this Agreement; or (ii) commencing, encouraging, or soliciting any discussions or proposals with the Minority Shareholder in relation to an Alternative Restructuring.

Section 4.02 Transfers. Each Consenting Creditor agrees that during the Support Period, it shall not sell, assign, loan, issue, pledge, hypothecate, transfer, participate, or otherwise dispose of ("Transfer"), directly or indirectly, in whole or in part, any Claims, option thereon, or right or interest therein or any other Claims against the Debtors (including any beneficial ownership as defined in Rule 13d-3 under the Exchange Act or by granting any proxies, depositing any Claims into a voting trust or entering into a voting agreement with respect to such Claims), and any purported Transfer shall be void and without effect unless the transferee thereof:

(a) is a Consenting Creditor and the transferee provides notice of such Transfer (including the amount and type of Claims transferred) to Weil within three (3) Business Days following the consummation of such Transfer;

(b) is a Consenting Creditor Related Fund and the transferee provides notice of such Transfer (including the amount and type of Claims transferred) to Weil within three (3) Business Days following the consummation of such Transfer; *provided, that*, upon such Transfer such transferee shall be deemed to become a Consenting Creditor and to be bound by all of the terms of this Agreement applicable to Consenting Creditors (which obligations may be enforced against such transferee by the Parties); or

(c) before such Transfer, agrees in writing for the benefit of the Parties to become, effective prior to or upon the consummation of such Transfer, a Consenting Creditor for all purposes hereunder and to be bound by all of the terms of this Agreement applicable to a Consenting Creditor (including with respect to any and all Claims it already may hold before such Transfer) by executing a joinder agreement in the form attached hereto as **Exhibit B** (a “**Joinder Agreement**”) and delivering an executed copy of such Joinder Agreement to Weil and the Consenting Creditor Group Counsels within two (2) Business Days following such execution. Each Consenting Creditor agrees that any Transfer of any Claim that does not comply with the terms and procedures set forth herein shall be deemed void *ab initio*, and each other Party shall have the right to enforce the voiding of such Transfer.

(d) Notwithstanding anything to the contrary in this Agreement, a Consenting Creditor may Transfer Claims to an entity that is acting in its capacity as a Qualified Marketmaker (as defined below) without the requirement that the Qualified Marketmaker be or become an entity identified in Section 4.02(a) through (c) hereof (a “**Permitted Transferee**”); *provided, that*, (i) any such Qualified Marketmaker may only subsequently Transfer the right, title or interest to such Claims to a transferee that is or becomes a Permitted Transferee at the time of such Transfer and (ii) any transferee satisfies Section 26.03 of this Agreement, and (iii) the Transfer documentation between such Consenting Creditor and such Qualified Marketmaker shall contain a covenant providing for the requirement in the preceding clause (i); *provided, further*, that if a Consenting Creditor is acting in its capacity as a Qualified Marketmaker, it may Transfer any Claims that it acquires that are not Consenting Claims (*i.e.*, received by such Qualified Marketmaker from a holder that is not a Consenting Creditor) without such Transfer being subject to this Section 4.02.

(e) If at the time of a proposed Transfer of any Claims to a Qualified Marketmaker, such Claims: (i) may be voted or consent solicited with respect to the Restructuring, then the proposed transferor must first vote or consent such Claims in accordance with Section 4.01, or (ii) have not yet been and may yet be voted or consent solicited with respect to the Plan and/or the Restructuring and such Qualified Marketmaker does not Transfer such Claims to a Permitted Transferee before the third Business Day before the expiration of an applicable voting or consent deadline (such date, the “**Qualified Marketmaker Joinder Date**”), such Qualified Marketmaker shall be required to (and the Transfer documentation to the Qualified Marketmaker shall have provided that it shall), on the first Business Day immediately after the Qualified Marketmaker Joinder Date, become a Consenting Creditor with respect to such Claims in accordance with the terms hereof; *provided, further*, that the Qualified Marketmaker shall automatically, and without further notice or action, no longer be a Consenting Creditor with respect

to such Claim at such time as such Claim has been Transferred by such Qualified Marketmaker to a transferee that is a Permitted Transferee in accordance with this Agreement.

For these purposes, “**Qualified Marketmaker**” means an entity that (i) holds itself out to the market as standing ready in the ordinary course of business to purchase from and sell to customers Claims, or enter with customers into long and/or short positions in Claims, in its capacity as a dealer or market maker in such Claims, (ii) is in fact regularly in the business of making a market in claims, interest, or securities of issuers or borrowers, and (iii) is acting solely in such capacity in connection with a trade otherwise permitted under this Agreement.

Section 4.03 Additional Claims. To the extent any Consenting Creditor (i) acquires additional Claims entitled to vote on the Plan or (ii) Transfers any Claims, then, in each case, each such Consenting Creditor shall promptly notify Weil and Consenting Creditor Group Counsels and each such Consenting Creditor hereby agrees that such additional Claims other than with respect to any Claims acquired by such Consenting Creditor in its capacity as a Qualified Marketmaker, and subject to Section 4.02(e), shall be subject to this Agreement, and that for the duration of the Support Period, it shall vote (or cause or direct to be voted) any such additional Claims entitled to vote on the Plan (to the extent still held by it or on its behalf at the time of such vote), in a manner consistent with Section 4.01(a) hereof.

#### Section 4.04 Forbearance.

(a) Each Consenting Creditor agrees to forbear solely during the Support Period applicable to such Consenting Creditor from the exercise of (or direction of any agent or trustee to exercise) any and all rights (including any right of set-off) and remedies in contravention of this Agreement, including under the First Lien Credit Agreement, the Note Purchase Agreement, or Second Lien Credit Agreement, as applicable, any agreement contemplated thereby or executed in connection therewith, as applicable, and under applicable U.S. or foreign law or otherwise, in each case, with respect to any breaches, defaults, events of default or potential defaults by the Debtors, whether at law, in equity, by agreement or otherwise, which are or become available to them in respect of the First Lien Claims, Second Lien Debt Claims, or any other Claims. Additionally, during the Support Period, the Consenting Creditors agree not to support, join, or otherwise assist any person in litigation against the Debtors in connection with the Chapter 11 Cases, Restructuring, the First Lien Claims, the Second Lien Debt Claims, or any other Claims; *provided*, that the foregoing will not limit any of the Consenting Creditors’ rights to enforce any rights under this Agreement or right to appear as a party in interest and filing papers in any matter to be adjudicated in the Chapter 11 Cases to the extent not inconsistent with the terms of this Agreement.

(b) Each Consenting Creditor further agrees that if any applicable administrative agent, collateral agent, or indenture trustee takes any action inconsistent with any such Consenting Creditor’s obligations under this Section 4.04, such Consenting Creditor, following written notification (email notice being sufficient) from the Debtors to such Consenting Creditor, shall use commercially reasonable efforts to direct and cause such administrative agent, collateral agent, or indenture trustee (as applicable) to cease and refrain from taking such actions. For the avoidance of doubt, the foregoing forbearance shall not be construed to impair the ability of the Consenting Creditors to take any remedial action, subject to the terms of the First Lien Credit Agreement, Note Purchase Agreement, or Second Lien Credit Agreement, as applicable, at any

time after the Termination Date (unless the Termination Date occurs solely as a result of the occurrence of the Effective Date).

Section 4.05 Additional Provisions Regarding Consenting Creditor Commitments. Notwithstanding anything to the contrary herein, nothing in this Agreement shall: (a) affect the ability of any Consenting Creditor to consult with any other Consenting Creditor, the Debtors, or any other party in interest in the Chapter 11 Cases (including any official committee or the United States Trustee); (b) impair or waive the rights of any Consenting Creditor to assert or raise any objection permitted under this Agreement in connection with the Restructuring; (c) prevent any Consenting Creditor from enforcing this Agreement or any Definitive Document, or from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, such documents; (d) prevent any Consenting Creditor from taking any customary perfection step or other action as is necessary to preserve or defend the validity or existence of its Claims and Interests (including, without limitation, the filing of proofs of claim); or (e) require any Consenting Creditor to incur any expenses, liabilities or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities, or other obligations to any Consenting Creditor; *provided*, that nothing in the foregoing clause (e) shall serve to limit, alter, or modify any Consenting Creditor's express obligations under the terms of this Agreement.

## 5. **Agreements of the Debtors.**

The Debtors agree during the Support Period to use commercially reasonable efforts to do all things in furtherance of the Restructuring, including:

(a) to (i) act in good faith and use commercially reasonable efforts to support and successfully complete solicitation of the Plan, (ii) pursue any necessary federal, state, and local regulatory approvals to enable confirmation of the Plan, including, without limitation, approvals from any regulatory body whose approval or consent is determined by the Debtors to be necessary to consummate the Restructuring Transactions, and (iii) do all things reasonably necessary and appropriate in furtherance of confirming the Plan and consummating the Restructuring in accordance with and within the time frames contemplated by this Agreement and the Plan;

(b) complete, enter into, and effectuate the Definitive Documents within the timeframes contemplated herein;

(c) to provide draft copies of all material motions, applications, and other documents relating to the Plan, the Disclosure Statement, any proposed amended version of the Plan or Disclosure Statement, and all first day pleadings that the Debtors intend to file with the Bankruptcy Court to the Consenting Creditor Group Counsels and Consenting Sponsor Counsel, if practicable, at least three (3) calendar days before the date of filing of any such pleading or other document (and, if not practicable, as soon as practicable before filing) and, without limiting any approval rights set forth in this Agreement, shall consult in good faith with Consenting Creditor Group Counsels and Consenting Sponsor Counsel regarding the form and substance of any such proposed filing;

(d) subject to any confidentiality obligations, provide a copy of any written proposal for an Alternative Restructuring (or a written summary of any oral proposal for an Alternative Restructuring) received by the Debtors to the Consenting Creditor Group Counsels and the Consenting Sponsor Counsel on a “professional eyes only” basis within one (1) Business Day of delivery to the board of directors, board of managers, or similar governing body of the Debtors of such proposal and, in any event, three (3) Business Days after the Debtors’ or their advisors’ receipt of such proposal; *provided, that*, the Debtors will make commercially reasonable efforts to share any proposal for an Alternative Restructuring, including seeking any necessary waivers or modifications of any confidentiality provisions;

(e) promptly inform each of the Consenting Creditor Group Counsels and Consenting Sponsor Counsel of the occurrence of any Consenting Creditor Termination Event, Debtor Termination Event, or Consenting Sponsor Termination Event that the Debtors or their advisors are aware of;

(f) from the Support Effective Date through and including the Effective Date, pay in full and in cash all Restructuring Fees and 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 Consenting Creditor Advisors and Consenting Sponsor Counsel (and not terminate such engagement letters and/or fee arrangements or seek to reject them in the Chapter 11 Cases);

(g) not, without the prior written consent of the Requisite Consenting First Lien Lenders (with email from the Consenting First Lien Creditor Group Counsel being sufficient) (which consent shall not be unreasonably withheld): (i) enter into or amend, adopt, restate, supplement, or otherwise modify any employee benefit, deferred compensation, incentive, retention, bonus, or other compensatory arrangements, policies, programs, practices, plans or agreements, including offer letters, employment agreements, consulting agreements, severance arrangements, or change in control arrangements with or for the benefit of any of its executive officers or (ii) increase the base salary, target bonus opportunity, or other benefits payable by the Debtors or their subsidiaries to any of their executive officers;

(h) comply with, and not take any actions inconsistent with transactions contemplated by the Litigation Proceeds Term Sheet;

(i) not directly or indirectly prepare, commence, or support any third party in connection with an avoidance action or other legal proceeding that challenges the amount, validity, allowance, character, enforceability, liens or encumbrances securing, or priority of any First Lien Claims or Second Lien Debt Claims;

(j) to the extent any legal, regulatory, or structural impediment arises that would prevent, hinder, or delay the consummation of the Plan and Restructuring Transactions (as determined by the Debtors and the Requisite Consenting First Lien Lenders in good faith), negotiate in good faith appropriate additional or alternative provisions to address any such impediment; and

(k) not directly or indirectly take any action that would be inconsistent with this Agreement or would be reasonably likely to interfere with the Restructuring (including encouraging another Person to undertake any action prohibited by this Agreement).

## 6. Agreements of the Consenting Sponsor

Section 6.01 The Consenting Sponsor agrees that, during the Support Period, it shall:

(a) (i) act in good faith to support and successfully complete solicitation of the Plan and the Restructuring Transactions, (ii) pursue, at the sole cost of the Debtors, any necessary federal, state, and local regulatory approvals to enable confirmation of the Plan, including, without limitation, approvals from any regulatory body whose approval or consent is determined by the Debtors to be necessary to consummate the Restructuring Transactions and whose approval can only be obtained by the Consenting Sponsor, and (iii) do all things reasonably necessary and appropriate in furtherance of confirming the Plan and consummating the Restructuring in accordance with and within the time frames contemplated by this Agreement and the Plan;

(b) complete, enter into, and effectuate the agreed Definitive Documents (to which the Consenting Sponsor is a party) within the timeframes contemplated herein;

(c) grant and, if applicable, not opt-out of the release of third-party claims pursuant to the Plan and Confirmation Order;

(d) promptly inform Weil and Consenting Creditor Group Counsels of the occurrence of any Consenting Creditor Termination Event, Debtor Termination Event, or Consenting Sponsor Termination Event that the Consenting Sponsor or its advisors are aware of;

(e) refrain from, directly or indirectly, taking any action that would be inconsistent with this Agreement or would be reasonably likely to interfere with the Restructuring (including encouraging another Person to undertake any action prohibited by this Agreement);

(f) to the extent any legal, regulatory, or structural impediment arises that would prevent, hinder, or delay the consummation of the Plan and Restructuring Transactions (as determined by the Debtors and the Requisite Consenting First Lien Lenders in good faith), negotiate in good faith appropriate additional or alternative provisions to address any such impediment;

(g) not directly or indirectly (i) object to, delay, impede, or take any other action to interfere with the Chapter 11 Cases, DIP Financing, or acceptance, confirmation, or implementation of the Plan or the Restructuring Transactions, (ii) propose, support, vote for, encourage, seek, solicit, pursue, initiate, assist, join in, participate in the formulation of or enter into negotiations or discussions with any entity regarding, any Alternative Restructuring, including, for the avoidance of doubt, making or supporting any filings with the Bankruptcy Court or any regulatory agency, or making or supporting any press release, press report or comparable public statement, or filing with respect to any Alternative Restructuring, or (iii) otherwise take any action that would interfere with, delay or postpone the consummation of the Restructuring;

(h) comply with, and not take any actions inconsistent with transactions contemplated by the Litigation Proceeds Term Sheet; and

(i) for the duration of the Support Period, not (i) Transfer, in whole or in part, directly or indirectly (including for this purpose, by granting, issuing or Transferring a right or option to acquire, including any put option or entering into a contract to Transfer), any portion of its right, title, or interests in any of its shares, stock, or other equity interests in either (A) any of the Debtors (a **“Direct Interest”**) or (B) any entity (including TopCo or other upper-tier entity) that directly owns or indirectly owns (through the entity’s ownership of another entity or a chain of entities) equity interests in any of the Debtors (an **“Indirect Interest”**), other than any such Transfer entered into pursuant to the Plan; (ii) permit (to the extent within its control) direct or indirect Transfers of any Direct Interests or Indirect Interests; (iii) claim or cause to be claimed any worthlessness deduction with respect to a Direct Interest or Indirect Interest in any of the Debtors for any tax year ending on or before the Plan Effective Date; or (iv) take any action that would cause the deconsolidation of any entity within the U.S. federal consolidated tax group that includes any Debtor, other than any such deconsolidation effected pursuant to the Plan, in the case of each of (i), (ii), (iii), and (iv), if such action could adversely affect the taxes or tax attributes of the Debtors, including under section 382 of the Internal Revenue Code of 1986 (as amended).

Section 6.02 Additional Provisions Regarding Consenting Sponsor Commitments. Notwithstanding anything to the contrary herein, nothing in this Agreement shall: (a) affect the ability of the Consenting Sponsor to consult with any Consenting Creditor, the Debtors, or any other party in interest in the Chapter 11 Cases (including any official committee or the United States Trustee); (b) impair or waive the rights of the Consenting Sponsor to assert or raise any objection permitted under this Agreement in connection with the Restructuring; (c) prevent the Consenting Sponsor from enforcing this Agreement or any Definitive Document, or from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, such documents; or (d) require the Consenting Sponsor to incur any expenses, liabilities or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities, or other obligations to the Consenting Sponsor; provided, that nothing in the foregoing clause (d) shall serve to limit, alter, or modify the Consenting Sponsor’s express obligations under the terms of this Agreement.

## 7. **Additional Provisions Regarding Debtors’ Commitments.**

Section 7.01 Notwithstanding anything to the contrary in this Agreement but subject to Section 26 hereof, each Debtor and its respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (a) consider, respond to, and facilitate any unsolicited Alternative Restructuring proposals received by the Debtors; (b) provide access to non-public information concerning any Debtor to any Entity and enter into confidentiality agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to an Alternative Restructuring proposal; (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 Debtor, 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. If any

Debtor receives an Alternative Restructuring proposal, then such Debtor shall (subject to confidentiality restrictions), within three (3) Business Days of receiving such proposal, (i) provide to the Consenting Parties and their counsel all documentation received in connection with such Alternative Restructuring proposal (or, if such proposal was not made in writing, a reasonably detailed summary of such Alternative Restructuring proposal), including the identity of the Person or group of Persons involved and reasonable updates as to the status and progress of such Alternative Restructuring proposal, and (ii) respond promptly to reasonable information requests and questions from counsel to the Consenting Parties relating to such Alternative Restructuring proposal, and promptly notify the Consenting Parties of any commitments made, or documents signed, in respect of such Alternative Restructuring; *provided, that*, the Debtors will make commercially reasonable efforts to share such documentation and information, including seeking any necessary waivers or modifications of any confidentiality provisions.

Section 7.02 Nothing in this Agreement shall: (a) impair or waive the rights of any Debtor to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Debtor from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

## 8. Termination of Agreement.

### Section 8.01 Generally.

(a) This Agreement will automatically terminate upon the Effective Date (as to all Parties).

(b) This Agreement will terminate three (3) Business Days following the receipt of written notice, delivered in accordance with Section 22 hereof, to the other Parties (as applicable) from (i) the Requisite Consenting First Lien Lenders at any time after the occurrence of any Consenting Creditor Termination Event (as defined below), (ii) the Debtors (which for the avoidance of doubt, may be delivered by Weil on behalf of any or all entities constituting the Debtors) at any time after the occurrence of any Debtor Termination Event (as defined below), (iii) the Requisite Consenting Second Lien Lenders, who may only terminate this Agreement as to themselves, at any time after the occurrence of any Consenting Creditor Termination Event, or (iv) the Consenting Sponsor, who may only terminate this Agreement as to itself, at any time after the occurrence of any Consenting Sponsor Termination Event (as defined below). No Party may terminate this Agreement based on a Consenting Creditor Termination Event, Debtor Termination Event, or Consenting Sponsor Termination Event, as applicable, caused by such Party's failure to perform or comply in all material respects with the terms and conditions of this Agreement (unless such failure to perform or comply arises as a result of another Party's prior failure to perform or comply in all material respects with the terms and conditions of this Agreement).

(c) Each of the dates and time periods in this Section 8 may be extended by mutual agreement (which may be evidenced by e-mail confirmation, including from respective counsel) among the Debtors, the Requisite Consenting First Lien Lenders, and, solely with respect to a Consenting Sponsor Termination Event and the Outside Date, the Consenting Sponsor, as applicable.

Section 8.02 A “**Consenting Creditor Termination Event**” will mean any of the following:

(a) the Debtors withdraw or modify the Plan or Disclosure Statement or file any motion or pleading with the Bankruptcy Court that is in any material respect inconsistent with this Agreement or the Plan and such withdrawal, modification, motion, or pleading has not been revoked before the earlier of (i) three (3) Business Days after the Debtors receive written notice from the Requisite First Lien Creditors or Requisite Second Lien Creditors, as applicable, that such withdrawal, modification, motion, or pleading is materially inconsistent with this Agreement or the Plan and (ii) entry of an order of the Bankruptcy Court approving such withdrawal, modification, motion, or pleading;

(b) (i) any Definitive Document filed by the Debtors in its Chapter 11 Cases or any related order entered by the Bankruptcy Court is materially inconsistent with the terms and conditions set forth in this Agreement, including the consent rights set forth in Section 3.02 hereof, or is otherwise not in accordance with this Agreement or any of the terms or conditions of this Agreement or (ii) any of the Definitive Documents is waived, amended, supplemented, or otherwise modified in a manner that is inconsistent in any material respect with the terms and conditions set forth in this Agreement, including the consent rights set forth in Section 3.02 hereof, without the prior written consent of the Requisite Consenting First Lien Lenders (or such parties as may be required by the terms of Section 3.02 hereof or such Definitive Document, if then effective), in each case, which has not been cured (if curable) within five (5) Business Days of written notice from the Requisite First Lien Creditors or Requisite Second Lien Creditors, as applicable;

(c) the failure of the Debtors to meet any of the Milestones;

(d) the breach in any material respect by the Debtors or the Consenting Sponsor of any of the representations, warranties, covenants, or other obligations of the Debtors or the Consenting Sponsor set forth in this Agreement, which breach has not been cured (if curable) within five (5) Business Days of written notice from the Requisite Consenting First Lien Lenders or Requisite Consenting Second Lien Lenders, as applicable;

(e) with respect to the Consenting First Lien Lenders only, the breach in any material respect by the Consenting Second Lien Lenders of any of the representations, warranties, covenants, or other obligations of the Consenting Second Lien Lenders set forth in this Agreement, which breach has not been cured (if curable) within five (5) Business Days of written notice from the Requisite Consenting First Lien Lenders; *provided*, that the Requisite Consenting First Lien Lenders shall not have the right to terminate this Agreement if the non-breaching Consenting Second Lien Lenders still constitute holders of 66 2/3% of the Second Lien Debt Claims and 50% of the number of holders of Second Lien Debt Claims;

(f) with respect to the Consenting First Lien Lenders only, if the Requisite Consenting Second Lien Lenders give notice of termination of this Agreement pursuant to Section 8.02 hereof;

(g) with respect to the Consenting First Lien Lenders only, termination of this Agreement as to the Consenting Sponsor;

(h) with respect to the Consenting First Lien Lenders only, the acceleration of obligations outstanding under the DIP Credit Agreement;

(i) the public announcement by the Debtors of their intention not to support the Restructuring Transactions;

(j) the Debtors enter into a definitive agreement with respect to an Alternative Restructuring or publicly announce their intention to enter into a definitive agreement with respect to an Alternative Restructuring;

(k) one or more Debtors have made the Fiduciary Out Determination;

(l) if the Debtors give notice of termination of this Agreement pursuant to Section 8.03 hereof;

(m) with respect to the Consenting First Lien Lenders only, termination of the Backstop Commitment Letter;

(n) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final ruling, judgment or non-appealable order enjoining the consummation of or rendering illegal the Restructuring, and such ruling, judgment or order has not been reversed or vacated within ten (10) Business Days after such issuance;

(o) the Debtors file any motion or application seeking authority to assume or reject any executory contract or unexpired lease, in either case without the prior written consent of the Requisite Consenting First Lien Lenders, which filing is not withdrawn after five (5) Business Days' written notice from the Requisite Consenting First Lien Lenders or Requisite Consenting Second Lien Lenders, as applicable;

(p) without the prior consent of the Required Consenting First Lien Lenders, any of the Debtors' foreign subsidiaries or controlled affiliates (i) voluntarily commences any case or files 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 except as provided in this Agreement, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described above, (iii) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (iv) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official, (v) makes a general assignment or arrangement for the benefit of creditors, or (vi) takes corporate action expressly authorizing any of the foregoing;

(q) the Bankruptcy Court enters an order terminating the Debtors' exclusive right to file or solicit acceptances of a plan of reorganization (including the Plan);

(r) the Debtors fail to timely file a formal objection, after consultation in good faith with the Requisite Consenting First Lien Lenders, to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the Debtors' exclusive right to file and/or solicit acceptances of a plan of reorganization, as applicable;

(s) any order approving the Plan or the Disclosure Statement is reversed, dismissed, vacated, modified or amended in a manner that is inconsistent in any material respect with this Agreement;

(t) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable;

(u) the Debtors fail to pay the Restructuring Fees and Expenses of the Consenting Creditor Advisors and Consenting Sponsor Counsel in accordance with this Agreement;

(v) the Debtors file or support another party in filing (i) a motion or pleading challenging the amount, validity, or priority of any claims held by any Consenting Creditor against the Debtors (or any liens securing such claims) or (ii) a motion or pleading asserting (or seeking standing to assert) any purported claims or causes of action against any of the Consenting Creditors; which event remains uncured for a period of five (5) Business Days after written notice from the Requisite Consenting First Lien Lenders or Requisite Consenting Second Lien Lenders, as applicable;

(w) the Debtors fail to timely file a formal objection, after consultation in good faith with the Requisite Consenting First Lien Lenders, 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, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases; or

(x) the Bankruptcy Court or a court of competent jurisdiction enters an order (i) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (ii) dismissing the Chapter 11 Cases, (iii) appointing a trustee for the Chapter 11 Cases, or (iv) denying the confirmation of the Plan or any material provision thereof, including any provisions in the Plan relating to the release by the Debtors of the Consenting First Lien Creditors, which (1) order in each case has not been reversed, stayed, vacated, or amended by the later of (a) entry of the Confirmation Order, as applicable, and (b) five (5) Business Days after the Requisite Consenting First Lien Lenders provide written notice to the other Parties that such order is materially inconsistent with this Agreement or (2) with respect to (iv), the Debtors file an amended plan within seven (7) Business Days of such order with the consent of the Requisite Consenting First Lien Lenders.

Section 8.03 A "**Debtor Termination Event**" will mean any of the following:

(a) the Consenting Creditors entitled to vote on the Plan will have failed to timely vote their Claims in favor of the Plan or at any time change their votes to constitute rejections to the Plan, in either case in a manner inconsistent with this Agreement; *provided*, that this termination event will not apply if sufficient Consenting First Lien Claims or Consenting

Second Lien Debt Claims, as applicable, have timely voted (and not withdrawn) their Claims to accept the Plan in amounts necessary for each applicable impaired class under the Plan to “accept” the Plan consistent with section 1126 of the Bankruptcy Code;

(b) the breach in any material respect by either the Consenting First Lien Claims or Consenting Second Lien Debt Claims of any of the representations, warranties, undertakings, commitments, or covenants of the Consenting First Lien Claims or Consenting Second Lien Debt Claims, as applicable, that remains uncured for a period of ten (10) Business Days after receipt by the Consenting First Lien Claims or Consenting Second Lien Debt Claims, as applicable, of notice of such breach, *provided*, that a Debtor shall not have the right to terminate this Agreement if (i) such terminating Debtor is also in material breach of any of the representations, warranties, or covenants of such terminating Debtor set forth in this Agreement or (ii) with respect to a breach by the Consenting First Lien Lenders or Consenting Second Lien Lenders, if the non-breaching Consenting First Lien Lenders or Consenting Second Lien Lenders, as applicable, still constitute holders of 66 2/3% of the First Lien Claims or Second Lien Debt Claims, as applicable, and 50% of the number of holders of First Lien Claims or Second Lien Debt Claims, as applicable;

(c) termination of the Backstop Commitment Letter;

(d) if the Requisite Consenting First Lien Lenders or Requisite Consenting Second Lien Lenders give notice of termination of this Agreement pursuant to Section 8.02 hereof;

(e) one or more of the Consenting First Lien Lenders or Consenting Second Lien Lenders file or support any Alternative Restructuring, modification, motion, or pleading with the Bankruptcy Court that is materially inconsistent with this Agreement or the Plan and such Alternative Restructuring, modification, motion, or pleading has not been revoked before the earlier of (i) three (3) Business Days after the filing or supporting party receives written notice from the Debtors or Weil that such Alternative Restructuring, modification, motion, or pleading is inconsistent with this Agreement or the Plan, and (ii) entry of an order of the Bankruptcy Court approving such Alternative Restructuring, modification, motion, or pleading; *provided*, that a Debtor shall not have the right to terminate this Agreement if the non-filing or non-supporting Consenting First Lien Lenders or Consenting Second Lien Lenders, as applicable still constitute holders of 66 2/3% of the First Lien Claims or the Second Lien Debtors, as applicable, and 50% of the number of holders of First Lien Claims or Second Lien Debt Claims, as applicable;

(f) upon written notice to the other Parties hereto that one or more Debtors have made a Fiduciary Out Determination;

(g) the DIP Lenders (i) do not provide the DIP Financing or the DIP Facility, or (ii) terminate the Debtors' use of Cash Collateral (as defined in the DIP Orders) pursuant to the DIP Orders;

(h) the acceleration of obligations outstanding under the DIP Credit Agreement;

(i) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment or order enjoining the

consummation of or rendering illegal the Restructuring, and such ruling, judgment or order has not been reversed or vacated by the later of (i) the Confirmation Date and (ii) ten (10) Business Days after the Debtors provide written notice to the other Parties that such ruling, judgment, or order is materially inconsistent with this Agreement;

(j) any order approving the Plan or the Disclosure Statement is reversed, dismissed, vacated, modified or amended in a manner that is inconsistent in any material respect with this Agreement;

(k) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable;

(l) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable; or

(m) the Bankruptcy Court or a court of competent jurisdiction enters an order (i) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (ii) dismissing the Chapter 11 Cases, or (iii) appointing a trustee for the Chapter 11 Cases, which order in each case has not been reversed, stayed, or vacated by the later of (a) the Confirmation Date and (b) three (3) Business Days after the Debtors provide written notice to the other Parties that such order is materially inconsistent with this Agreement.

Section 8.04 A “**Consenting Sponsor Termination Event**” will mean:

(a) the breach in any material respect by the Debtors or the Consenting First Lien Lenders of any of the representations, warranties, covenants, or other obligations of the Debtors or Consenting First Lien Lenders, respectively, set forth in this Agreement, including the Litigation Proceeds Term Sheet, Litigation Trust Agreement and/or any agreement related thereto, that could reasonably have an adverse effect on the treatment, releases, settlements, rights, and obligations applicable to the Consenting Sponsor, which breach has not been cured (if curable) within ten (10) Business Days of written notice from the Consenting Sponsor;

(b) the Debtors or Consenting First Lien Lenders terminate this Agreement;

(c) the Debtors withdraw or modify the Plan or Disclosure Statement or file any motion or pleading with the Bankruptcy Court that is in any material respect inconsistent with the Litigation Proceeds Term Sheet, Litigation Trust Agreement, and/or any agreement related thereto, or that could reasonably have an adverse effect on the treatment, releases, settlements, rights, and obligations applicable to the Consenting Sponsor and such withdrawal, modification, motion, or pleading has not been revoked before the earlier of (i) three (3) Business Days after the Debtors receive written notice from the Consenting Sponsor and (ii) entry of an order of the Bankruptcy Court approving such withdrawal, modification, motion, or pleading;

(d) (i) any Definitive Document filed by the Debtors in its Chapter 11 Cases or any related order entered by the Bankruptcy Court is materially inconsistent with the terms and conditions set forth in the Litigation Proceeds Term Sheet, Litigation Trust Agreement, and/or any agreement related thereto, or that could reasonably have an adverse effect on the treatment, releases, settlements, rights, and obligations applicable to the Consenting Sponsor or (ii) any of

the Definitive Documents is waived, amended, supplemented, or otherwise modified in any manner materially inconsistent with the terms and conditions set forth in the Litigation Proceeds Term Sheet, Litigation Trust Agreement, and/or any agreement related thereto, or that could reasonably have a material adverse effect on the treatment, releases, settlements, rights, and obligations applicable to the Consenting Sponsor without the prior written consent of the Consenting Sponsor, in each case, which has not been cured (if curable) within five (5) Business Days of written notice from the Consenting Sponsor;

(e) if the Debtors fail to achieve the Effective Date before the Outside Date, *provided*, that such failure is not caused by the action or inaction of the Consenting Sponsor;

(f) the public announcement by the Debtors of their intention not to support the Restructuring Transactions;

(g) the Debtors enter into a definitive agreement with respect to an Alternative Restructuring or publicly announce their intention to enter into a definitive agreement with respect to an Alternative Restructuring;

(h) the Bankruptcy Court enters an order terminating the Debtors' exclusive right to file or solicit acceptances of a plan of reorganization (including the Plan);

(i) any order approving the Plan or the Disclosure Statement is reversed, dismissed, vacated, modified or amended in a manner that is inconsistent in any material respect with this Agreement;

(j) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable;

(k) one or more of the Debtors have made the Fiduciary Out Determination; or

(l) the Bankruptcy Court or a court of competent jurisdiction enters an order (i) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (ii) dismissing the Chapter 11 Cases, or (iii) appointing a trustee for the Chapter 11 Cases, which order in each case has not been reversed, stayed, or vacated by the later of (a) the Confirmation Date and (b) five (5) Business Days after the Consenting Sponsor provides written notice to the other Parties that such order is materially inconsistent with this Agreement.

**Section 8.05 Mutual Termination.** This Agreement may be terminated by mutual written agreement of the Debtors and the Consenting Parties. The Debtors will deliver written notice of any such termination to all Parties in accordance with Section 22 hereof.

**Section 8.06 Effect of Termination.** Upon the termination of this Agreement in accordance with Section 8, this Agreement will be void and of no further force or effect and each Party will, except as provided in this Section 8.06 and in Section 16, be immediately released from its liabilities, obligations, commitments, undertakings and agreements under or related to this Agreement and will have all the rights and remedies that it would have had and will be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement, including all rights and remedies available

to it under applicable law, the First Lien Credit Agreement, the Note Purchase Agreement, the Second Lien Credit Agreement, and any ancillary documents or agreements thereto; *provided*, that in no event will any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder before the date of such termination. Upon any termination of this Agreement, each Consenting Creditor and the Consenting Sponsor will be deemed to have automatically revoked and withdrawn its participation in the Restructuring, without any further action and irrespective of the expiration or availability of any “withdrawal period” or similar restriction, whereupon any such consents will be deemed, for all purposes, to be null and void *ab initio* and will not be considered or otherwise used in any manner by the Parties in connection with the Restructuring and this Agreement, and the Debtors agree not to accept any such consents and to take all action necessary or reasonably required to allow the Consenting Creditors to arrange with their custodian and brokers to effectuate the withdrawal of such consents, including the reopening or extension of any withdrawal or similar periods, but solely to the extent that the Debtors have continued use of Cash Collateral.

Section 8.07 No Waiver. If the Restructuring is not consummated, nothing herein shall be construed as a waiver by any Party of any or all of such Party’s rights, and the Parties expressly reserve any and all of their respective rights as if the Parties had not entered this Agreement. 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 the Agreement’s terms.

Section 8.08 Automatic Stay. The Debtors acknowledge that, after the commencement of the Debtors’ Chapter 11 Cases, the giving of notice of default or termination by any other Party pursuant to this Agreement shall not be a violation of the automatic stay under section 362 of the Bankruptcy Code, and the Debtors hereby waive, to the fullest extent permitted by law, the applicability of the automatic stay as it relates to any such notice being provided; *provided, that*, nothing herein shall prejudice any Party’s rights to argue that the giving of notice of default or termination was not proper under the terms of this Agreement.

## 9. **Additional Documents.**

Each Party hereby covenants and agrees to cooperate with each other in good faith in connection with, and will exercise commercially reasonable efforts with respect to, the negotiation, drafting and execution and delivery of the Definitive Documents. In the case of any conflict or inconsistency between the Restructuring Term Sheet and any form of or term sheet for a Definitive Document attached as an exhibit hereto, the terms of the Restructuring Term Sheet shall control.

## 10. **Representations and Warranties.**

Section 10.01 Each Party, severally (and not jointly), represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or such later date that such Party first becomes bound by this Agreement) and solely with respect to the Debtors, subject to any limitations or approvals arising from or required by the commencement of the Chapter 11 Cases:

(a) such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder; and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part;

(b) the execution, delivery and performance by such Party of this Agreement does not and will not (i) violate any provision of law, rule or regulation applicable to it or its charter or bylaws (or other similar governing documents) or (ii) in the case of the Consenting Creditors, conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party;

(c) the execution, delivery and performance by such Party of this Agreement does not and will not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state or governmental authority or regulatory body, except such filings that may be necessary in connection with the Chapter 11 Cases and such filings as may be necessary or required for disclosure to any applicable regulatory body whose approval or consent is determined by the Debtors to be necessary to consummate the Restructuring Transactions; and

(d) this Agreement is the legally valid and binding obligation of such Party, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of a court.

Section 10.02 Each Consenting Creditor severally (and not jointly) represents and warrants to the other Parties that as of the date hereof (or such later date that such Party first becomes bound by this Agreement), such Consenting Creditor:

(a) is not a Qualified Marketmaker with respect to the First Lien Claims or Second Lien Debt Claims, as applicable, set forth below its name on the signature page to this Agreement;

(b) does not own or control any other "claims", "equity security" or "security" in respect of the Debtors (including as such terms are defined in section 101 of the Bankruptcy Code) other than as set forth below its name on the signature page to this Agreement;

(c) is not a party to any other agreement, arrangement, or understanding with respect to the subject matter hereof with another Consenting Creditor;

(d) (i) is the beneficial or record owner of the First Lien Claims or the Second Lien Debt Claims, as applicable, set forth below its name on the applicable signature page of this Agreement, (ii) has, with respect to such beneficial ownership of such First Lien Claims or the Second Lien Debt Claims, as applicable, (A) sole investment or voting discretion with respect to such First Lien Claims or the Second Lien Debt Claims, as applicable, (B) full power and authority to vote on and consent to matters concerning such First Lien Claims or the Second Lien Debt

Claims, as applicable, and (C) full power and authority to bind or act on the behalf of, such beneficial owners, or (iii) has the full power and authority to direct the beneficial owner of First Lien Claims or the Second Lien Debt Claims, as applicable, to vote on and consent to matters concerning such First Lien Claims or the Second Lien Debt Claims, as applicable.

#### 11. **Disclosure; Publicity.**

The Debtors will submit drafts to the Consenting Creditor Group Counsels and Consenting Sponsor Counsel of any press releases that constitute disclosure of the existence of or terms of this Agreement or any amendment to the terms of this Agreement at least three (3) Business Days before making any such disclosure (if practicable, and if three (3) Business Days before is not practicable, then as soon as practicable), and will afford them a reasonable opportunity to comment on such documents and disclosures and will consider any such reasonable comments in good faith; *provided, that*, in no event shall such document be provided later than 24 hours in advance of any such disclosure. Except as required by law, no Party or its advisors will disclose to any person (including, for the avoidance of doubt, any other Party), other than to Weil, the principal amount or percentage of any Claims, Interests, or any other securities of the Debtors held by any Consenting Creditor without such Consenting Creditor's prior written consent; *provided, that* (i) if such disclosure is required by law, subpoena, or other legal process or regulation, the disclosing Party will afford the relevant Consenting Creditor a reasonable opportunity to review and comment in advance of such disclosure and will take all reasonable measures to limit such disclosure, and (ii) the foregoing will not prohibit the disclosure of the aggregate percentage or aggregate principal amount of First Lien Claims or Second Lien Debt Claims, as applicable, held by all the Consenting First Lien Lenders or Consenting Second Lien Lenders collectively. Notwithstanding the provisions in this Section 11, if consented to in writing by a Consenting Creditor, any Party hereto may disclose such Consenting Party's individual holdings.

#### 12. **Amendments and Waivers.**

Except as otherwise expressly set forth herein, this Agreement, including the exhibits hereto, may not be waived, modified, amended or supplemented except in a writing signed by the (i) Debtors, the (ii) Requisite Consenting First Lien Lenders, (iii) to the extent any such waiver, modification, amendment, or supplement would materially and adversely affect the treatment, economic recoveries, rights, or obligations of the Consenting Second Lien Lenders, the Requisite Consenting Second Lien Lenders, and (iv) to the extent any such waiver, modification, amendment, or supplement relates to or affects the Litigation Proceeds Term Sheet, Litigation Trust Agreement, and/or any agreement related thereto, or could reasonably have a material adverse effect on the treatment of the Consenting Sponsor as set forth herein, the Consenting Sponsor. Notwithstanding anything herein to the contrary, for the avoidance of doubt, no amendment, modification, waiver, or supplement of (x) this Section 12 or (y) the definition of "Requisite Consenting First Lien Lenders" or "Requisite Consenting Second Lien Lenders" shall be effective without the consent of each Consenting First Lien Creditor or Consenting Second Lien Creditor, as applicable; *provided, that* such Consenting Creditor is not in material breach of this Agreement.

**13. Effectiveness.**

This Agreement will become effective and binding (i) as to the Debtors, Initial Consenting First Lien Lenders, Initial Consenting Second Lien Lenders, and the Consenting Sponsor, on the Support Effective Date, (ii) as to any Consenting Creditor that enters into a Joinder Agreement on or following the Support Effective Date, upon delivery to the Debtors of such validly completed Joinder Agreement; and (iii) as to any Permitted Transferee, upon delivery of a validly completed Joinder Agreement; *provided*, that signature pages executed by Consenting Creditors will be delivered to (a) the Debtors and each of the Consenting Parties in a redacted form that removes such Consenting Creditor's holdings of the First Lien Claims or Second Lien Claims, as applicable, and (b) Weil and Evercore in an unredacted form (to be held by Weil and Evercore on a professionals' eyes only basis).

**14. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.**

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING, MAY BE BROUGHT IN ANY FEDERAL OR STATE COURT IN NEW YORK COUNTY (BOROUGH OF MANHATTAN), NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE NONEXCLUSIVE JURISDICTION OF EACH SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. 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 RESTRUCTURING CONTEMPLATED HEREBY. NOTWITHSTANDING THE FOREGOING, DURING THE PENDENCY OF THE CHAPTER 11 CASES, ALL PROCEEDINGS CONTEMPLATED BY THIS SECTION 14 SHALL BE BROUGHT IN THE BANKRUPTCY COURT.

**15. Remedies/Specific Performance.**

All remedies that are available at law or in equity, including specific performance and injunctive or other equitable relief, to any Party for a breach of this Agreement by another Party shall be available to the non-breaching Party (and for the avoidance of doubt, it is agreed by the other Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party will be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach); *provided*, that in connection with any remedy for specific performance, injunctive or other equitable relief asserted in connection with this Agreement, each Party agrees to waive the requirement for the securing or

posting of a bond in connection with any remedy and to waive the necessity of proving the inadequacy of money damages. All rights, powers, and remedies provided under this Agreement or otherwise available at law or in equity will be cumulative and not alternative, and the exercise of any remedy, power, or remedy by any Party will not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party or any other Person.

**16. Survival.**

Notwithstanding the termination of this Agreement pursuant to Section 8 hereof, Sections 8.07, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 (and, to the extent applicable to the interpretation of such surviving sections, Section 1) will survive such termination and will continue in full force and effect for the benefit of the Parties in accordance with the terms hereof.

**17. Headings.**

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and will not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

**18. Successors and Assigns; Severability; Several Obligations.**

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns. The rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other Person except as expressly permitted herein. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, will be held invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. The agreements, representations and obligations of the Parties are, in all respects, ratable and several and neither joint nor joint and several.

**19. No Third-Party Beneficiaries.**

Unless expressly stated herein, this Agreement will be solely for the benefit of the Parties and no other Person or entity will be a third-party beneficiary hereof.

**20. Prior Negotiations; Entire Agreement.**

This Agreement, including the exhibits and schedules hereto, constitutes the entire agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof, except that the Parties acknowledge that any confidentiality agreements or agreements with respect to shared or common interest heretofore executed between the Debtors

and any Consenting Creditor (or the Consenting Creditor Group Counsels) will continue in full force and effect in accordance with the terms thereof.

**21. Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by electronic mail, which will be deemed to be an original for the purposes of this Section 22.

**22. Notices.**

All notices hereunder will be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses and electronic mail addresses:

(1) If to the Debtors, to:

Mobileum, Inc.  
20813 Stevens Creek Boulevard, Suite 200  
Cupertino, CA 95014  
Attention: Mike Salfity, Chief Executive Officer (mike.salfity@mobileum.com)

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

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Jeffrey D. Saferstein, Esq. (Jeffrey.Saferstein@weil.com)  
Alexander W. Welch, Esq. (Alexander.Welch@weil.com)  
Daphne Papadatos, Esq. (Daphne.Papadatos@weil.com)  
Eric L. Einhorn, Esq. (Eric.Einhorn@weil.com)

and

700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Attention: Gabriel A. Morgan, Esq. (Gabriel.Morgan@weil.com)  
Clifford Carlson, Esq. (Clifford.Carlson@weil.com)

(2) If to the Consenting First Lien Lenders, to the addresses or electronic mail addresses set forth below the Consenting First Lien Lender's signature, with a copy (which will not constitute notice) to:

Milbank LLP  
55 Hudson Yards

New York, NY 10001

Attention: Evan Fleck, Esq. (efleck@milbank.com)  
Matthew Brod, Esq. (mbrod@milbank.com)  
Abigail Debold, Esq. (adebold@milbank.com)  
Rupsha Basu, Esq. (rbasu@milbank.com)

(3) If to the Consenting Second Lien Lenders, to the addresses or electronic mail addresses set forth below the Consenting Second Lien Lender's signature, with a copy (which will not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP  
2001 K Street N.W.  
Washington, DC 20006  
Attention: Scott L. Alberino, Esq. (salberino@akingump.com)  
Blaine Scott, Esq. (bscott@akingump.com)

(4) If to the Consenting Sponsor, to the addresses or electronic mail addresses set forth below the Consenting Sponsor's signature, with a copy (which will not constitute notice) to:

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10007  
Attention: Sunny Singh, Esq. (Sunny.singh@stblaw.com)  
Dov Gottlieb, Esq. (Dov.Gottlieb@stblaw.com)

Any notice given by delivery, mail, or courier will be effective when received. Any notice given by electronic mail will be effective upon confirmation of transmission.

**23. Reservation of Rights; No Admission.**

Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties (i) to protect and preserve its rights, remedies and interests, including its claims against any of the other Parties (or their respective affiliates or subsidiaries), (ii) purchase, sell, or enter into any transactions in connection with the First Lien Claims or Second Lien Claims, (iii) enforce any right under the First Lien Claims or Second Lien Claims, subject to the terms hereof, (iv) consult with other Consenting Creditors, other holders of First Lien Claims or Second Lien Claims, or any other Party regarding the Restructuring (and not any other Alternative Restructuring), or (v) enforce any right, remedy, condition, consent or approval requirement under this Agreement or in any of the Definitive Documents. Without limiting the foregoing, if this Agreement is terminated in accordance with its terms for any reason (other than consummation of the Restructuring), the Parties each fully and expressly reserve any and all of their respective rights, remedies, claims, defenses and interests, subject to Sections 7, 14, and 15 in the case of any claim for breach of this Agreement arising before termination. Each of the Parties denies any and all wrongdoing or

liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

#### **24. Relationship Among Parties.**

It is understood and agreed that no Consenting Creditor has any duty of trust or confidence in any kind or form with any other Consenting Creditor, and, except as expressly provided in this Agreement, there are no commitments between them as a result of this Agreement. In this regard, it is understood and agreed that any Consenting Creditor may acquire First Lien Claims, Second Lien Claims, or other debt or equity securities of the Debtors without the consent of the Debtors or any other Consenting Creditor, subject to applicable securities laws and the terms of this Agreement; *provided*, that no Consenting Creditor will have any responsibility for any such acquisition to any other entity by virtue of this Agreement. The Consenting Creditors have no agreement, arrangement, or understanding to act together and are not otherwise acting in concert or acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Debtors and do not constitute a “group” within the meaning of Section 13(d)(3) of the Exchange Act and Rule 13d-5 under the Exchange Act or any similar law, rule or regulation.

#### **25. No Solicitation; Representation by Counsel; Adequate Information.**

Section 25.01 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.

Section 25.02 Each Party acknowledges that it has had an opportunity to receive information from the Debtors and that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel will have no application and is expressly waived.

Section 25.03 Each Consenting Creditor acknowledges, agrees, and represents to the other Parties that it (i) is an “accredited investor” as such term is defined in Rule 501(a) of the Securities Act, (ii) is a “qualified institutional buyer” as such term is defined in Rule 144A of the Securities Act, (iii) understands that (a) any securities to be acquired by it pursuant to the Restructuring have not been registered under the Securities Act and (b) that some or all of such securities will be offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Consenting Creditor’s representations contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available, and (iv) has such knowledge and experience in financial and business matters that such Consenting Creditor is capable of evaluating the merits and risks of the securities to be acquired by it pursuant to the Restructuring and understands and is able to bear any economic risks with such investment.

#### **26. Fiduciary Duties.**

To the extent any of the Debtors or any directors, officers, managers, or members of the Debtors, each in its capacity as a director, officer, manager, or member of the Debtors, take

any action or to refrain from taking any action pursuant to its or their fiduciary duties under applicable law (as determined by them after consultation with legal counsel), such action (or inaction) shall not give rise to any Claims or Causes of Action for monetary damages for any Party.

**27. Miscellaneous.**

When a reference is made in this Agreement to a Section, Exhibit, or Schedule, such reference shall be to a Section, Exhibit, or Schedule, respectively, of or attached to this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (i) words using the singular or plural number also include the plural or singular number, respectively, (ii) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Agreement, (iii) the words “include,” “includes,” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation,” and (iv) the word “or” shall not be exclusive and shall be read to mean “and/or.” The Parties agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

# **Debtors Signature Page to the Restructuring Support Agreement**

## **MOBILEUM, INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
FF6E392693A94EB  
 Name: Ripu Singh  
 Title: Chief Operating Officer and Chief Financial Officer

## **MATRIX INTERMEDIATE, INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
FF6E392693A94EB  
 Name: Ripu Singh  
 Title: Chief Operating Officer and Chief Financial Officer

## **MATRIX HOLDCO, LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
FF6E392693A94EB  
 Name: Ripu Singh  
 Title: Chief Operating Officer and Chief Financial Officer

## **MATRIX PARENT, INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
FF6E392693A94EB  
 Name: Ripu Singh  
 Title: Chief Operating Officer and Chief Financial Officer

## **MOBILE ACQUISITION CORP.**

By:  \_\_\_\_\_  
DocuSigned by:  
FF6E392693A94EB  
 Name: Ripu Singh  
 Title: Chief Operating Officer and Chief Financial Officer

## **SIGOS LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
FF6E392693A94EB  
 Name: Ripu Singh  
 Title: Chief Operating Officer and Chief Financial Officer

## **UNWIREDSOFT, INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
FF6E392693A94EB  
 Name: Ripu Singh  
 Title: Chief Operating Officer and Chief Financial Officer

**WE DO TECHNOLOGIES AMERICAS, INC.**

By:  DocuSigned by:  
FF6E392693A94EB...  
Name: Ripu Singh  
Title: Chief Operating Officer and Chief Financial Officer

**CONVENE NETWORKS LLC**

By:  DocuSigned by:  
FF6E392693A94EB...  
Name: Ripu Singh  
Title: Chief Operating Officer and Chief Financial Officer

**DEVELOPING SOLUTIONS INC.**

By:  DocuSigned by:  
FF6E392693A94EB...  
Name: Ripu Singh  
Title: Chief Operating Officer and Chief Financial Officer

**PHASE 3 INNOVATIONS HOLDINGS, INC.**

By:  DocuSigned by:  
FF6E392693A94EB...  
Name: Ripu Singh  
Title: Chief Operating Officer and Chief Financial Officer

*[Signature Page to the Restructuring Support Agreement Intentionally Omitted]*

**Exhibit A**

**Restructuring Term Sheet**

*[Signature Page to Restructuring Support Agreement]*

---

**MOBILEUM, INC.**  
**RESTRUCTURING TERM SHEET**

**July 23, 2024**

---

This restructuring term sheet (together with all annexes, exhibits, and schedules attached hereto, the “**Restructuring Term Sheet**”) presents the principal terms of a proposed financial restructuring (the “**Restructuring**”) of the existing capital structure of Mobileum, Inc., Matrix Intermediate, Inc., Matrix Holdco, LLC; Matrix Parent, Inc.; Mobile Acquisition Corp.; SIGOS LLC; UnwiredSoft, Inc.; We Do Technologies Americas, Inc.; Convene Networks LLC; Developing Solutions Inc.; and Phase 3 Innovations Holdings, Inc. (collectively, the “**Company**” or the “**Debtors**”), which Restructuring will be implemented pursuant to a prepackaged joint chapter 11 plan of reorganization (the “**Plan**”) in voluntary cases (the “**Chapter 11 Cases**”) commenced by the Debtors in the United Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**” and, the date upon which such Chapter 11 Cases are commenced, the “**Petition Date**”). This is the Restructuring Term Sheet referred to in, and appended to, the Restructuring Support Agreement dated as of July 23, 2024, by and among the Company and the other parties signatory thereto (as amended, supplemented, or otherwise modified from time to time, and including all exhibits, annexes, and schedules thereto, the “**RSA**” and the parties thereto, the “**Parties**”). Capitalized terms used but not otherwise defined herein will have the meanings ascribed to such terms in **Annex 1** hereto.

**THIS RESTRUCTURING TERM SHEET DOES NOT CONSTITUTE (NOR WILL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY CHAPTER 11 PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH AN OFFER, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE LAWS.**

**THIS RESTRUCTURING TERM SHEET DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN. THE CLOSING OF ANY TRANSACTION WILL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS. NO BINDING OBLIGATIONS WILL BE CREATED BY THIS RESTRUCTURING TERM SHEET UNLESS AND UNTIL BINDING DEFINITIVE DOCUMENTS ARE EXECUTED AND DELIVERED BY ALL APPLICABLE PARTIES OR APPROVED BY THE BANKRUPTCY COURT, AS APPLICABLE.**

| <b><u>INTRODUCTION</u></b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Debtors/Company</b>                         | Mobileum, Inc.; Matrix Intermediate, Inc.; Matrix Holdco, LLC; Matrix Parent, Inc.; Mobile Acquisition Corp.; SIGOS LLC; UnwiredSoft, Inc.; We Do Technologies Americas, Inc.; Convene Networks LLC; Developing Solutions Inc.; and Phase 3 Innovations Holdings, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Claims and Interests to be Restructured</b> | <p><b><u>First Lien Debt Claims</u></b>: consisting of approximately \$381 million in principal amount of first lien term loans and a revolving credit facility in the aggregate principal amount of \$53 million with a \$10 million letter of credit sub facility, in each case arising under the First Lien Credit Agreement, plus accrued and unpaid interest, fees, and other amounts arising and payable with respect thereto, less the amount of any first lien term loans and/or revolving credit facility loans converted into Rolled-Up DIP Loans (the “<b>First Lien Debt Claims</b>”).<sup>1</sup></p> <p><b><u>First Lien Notes Claims</u></b>: consisting of approximately \$32 million in principal amount of indebtedness under the Note Purchase Agreement plus accrued and unpaid interest, fees, and other amounts arising and payable with respect thereto less the amount of any indebtedness under the Note Purchase Agreement converted into Rolled-Up DIP Loans (the “<b>First Lien Notes Claims</b>” and together with the First Lien Debt Claims, the “<b>First Lien Claims</b>”).</p> <p><b><u>Second Lien Debt Claims</u></b>: consisting of approximately \$163 million in principal amount second lien term loans under the Second Lien Credit Agreement, plus accrued and unpaid interest, fees, and other amounts arising and payable with respect thereto (the “<b>Second Lien Debt Claims</b>”).</p> <p><b><u>General Unsecured Claims</u></b>: consisting of any prepetition Claim against the Debtors that is not an Other Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, Administrative Expense Claim, DIP Claim, First Lien Claim, Second Lien Debt Claim, Intercompany Claim, a Section 510(b) Claim or a Claim that is secured, subordinated, or entitled to priority under the Bankruptcy Code, or other Claim paid in full prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court (the “<b>General Unsecured Claims</b>”).</p> <p><b><u>Existing Parent Equity Interests</u></b>: consisting of Interests in Intermediate as of the Petition Date (the “<b>Existing Parent Equity Interests</b>”).</p> |

<sup>1</sup> For the avoidance of doubt, all Claims and Causes of Action against any Debtor held by the Consenting Creditors shall be voted in favor of, or released pursuant to, the Plan in accordance with and subject to the terms and conditions of this Agreement.

| <b><u>TRANSACTION OVERVIEW &amp; IMPLEMENTATION</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Implementation</b>                                   | The Restructuring Transactions will be implemented pursuant to prepackaged Chapter 11 Cases, for which solicitation will commence prior to the Petition Date. The Plan will be filed and prosecuted with the support of the Consenting Parties, subject to the terms and conditions set forth in the RSA, and provide for, among other things, the discharge and cancellation of the First Lien Claims, Second Lien Debt Claims, and Existing Parent Equity Interests, in each case in exchange for the treatment set forth herein and in the RSA, which shall be incorporated into the Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Annexures and Exhibits</b>                           | <ul style="list-style-type: none"> <li>• <b><u>Annex A</u></b>: Certain Defined Terms</li> <li>• <b><u>Exhibit 1</u></b>: DIP Term Sheet</li> <li>• <b><u>Exhibit 2</u></b>: Exit Facility Term Sheet</li> <li>• <b><u>Exhibit 3</u></b>: Backstop Commitment Letter</li> <li>• <b><u>Exhibit 4</u></b>: Governance Term Sheet</li> <li>• <b><u>Exhibit 5</u></b>: Litigation Proceeds Term Sheet</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>DIP Facility</b>                                     | During the Chapter 11 Cases, the Company will fund the Restructuring and ongoing operations through (i) available and unencumbered Cash, (ii) Cash Collateral, and (iii) DIP financing, in each case subject to the terms and conditions set forth in RSA. Pursuant to the terms set forth in the DIP Term Sheet, attached as <b><u>Exhibit 1</u></b> (including all exhibits, annexes, and schedules thereto, the “ <b>DIP Term Sheet</b> ”), the DIP Lenders, in consideration for providing the Backstop Premium, have committed to provide a superpriority, senior-secured, priming debtor-in-possession term-loan facility (the “ <b>DIP Facility</b> ” and the loans thereunder, the “ <b>DIP Loans</b> ”), consisting of (i) \$60,000,000 of new-money DIP Loans (the “ <b>New Money DIP Loans</b> ”), (ii) subject to the DIP Term Sheet and paragraph 2(c) of the DIP Orders, a roll-up of First Lien Claims in the aggregate principal amount of \$100,000,000 (the “ <b>Rolled-Up DIP Loans</b> ” and together with the New Money DIP Loans, the “ <b>DIP-to-Exit Term Loans</b> ”), and (iii) the Backstop Premium, which shall be paid in the form of Tranche B Loans (as defined in the DIP Term Sheet). The terms of the DIP Facility shall be in accordance with the DIP Term Sheet. |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Use of Cash Collateral</b></p> | <p>The Company will be authorized to use cash collateral (as defined in section 363(a) of the Bankruptcy Code) of the First Lien Lenders, Noteholders, and Second Lien Lenders with the consent of the First Lien Term Loan Administrative Agent, acting at the direction of the Requisite First Lien Lenders, and deemed consent of the Second Lien Lenders, pursuant to the 1L/2L Intercreditor Agreement, and Noteholders, pursuant to the Pari Passu Intercreditor Agreement, subject to the following terms and conditions and such other terms and conditions that are mutually acceptable to the Company and the Requisite First Lien Lenders:</p> <ul style="list-style-type: none"> <li>• <u>Adequate Protection Lien.</u> <ul style="list-style-type: none"> <li>○ The First Lien Term Loan Administrative Agent (on behalf of itself and the First Lien Lenders) shall receive a replacement security interest in and lien on (the “<b>First Lien Debt AP Liens</b>”) all assets and property of the Debtors, whether arising prepetition or postpetition of any nature whatsoever, which liens and security interests shall be subordinate only to (i) the DIP Liens (as defined in the DIP Orders), (ii) Prepetition Permitted Senior Liens (as defined in the DIP Orders) and (iii) the Carve-Out (as defined in the DIP Orders). The First Lien Debt AP Liens shall not be (i) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtor’s estate under section 551 of the Bankruptcy Code or (ii) subordinated to or made <i>pari passu</i> with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise, except as expressly provided in the DIP Orders.</li> <li>○ The Second Lien Administrative Agent (on behalf of itself and the Second Lien Lenders) shall receive a replacement security interest in and lien on (the “<b>Second Lien Debt AP Liens</b>”) all assets and property of the Debtors, whether arising prepetition or postpetition of any nature whatsoever, which liens and security interests shall be subordinate only to (i) the DIP Liens, (ii) Prepetition Permitted Senior Liens, (iii) the Carve-Out, (iv) the First Lien Debt AP Liens, and (v) the liens securing the prepetition First Lien Claims. The Second Lien Debt AP Liens shall not be (i) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtor’s estate under section 551 of the Bankruptcy Code or (ii) subordinated to or made <i>pari passu</i> with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise, except as expressly provided in the DIP Orders.</li> </ul> </li> <li>• <u>507(b) Claim.</u> <ul style="list-style-type: none"> <li>○ The First Lien Term Loan Administrative Agent (on behalf of itself and the First Lien Lenders) shall receive an administrative expense claim pursuant to Bankruptcy Code section 507(b) with priority over all other administrative expenses (the “<b>First Lien 507(b) Claim</b>”), subject to the DIP Superpriority Claims (as defined in the DIP Orders) and the Carve Out.</li> <li>○ The Second Lien Administrative Agent (on behalf of itself and the Second Lien Lenders) shall receive an administrative expense claim pursuant to Bankruptcy Code section 507(b) with priority over all other administrative expenses, subject to the DIP Superpriority Claims (as defined in the DIP Orders), the Carve Out, and the First</li> </ul> </li> </ul> |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                              | <p>Lien 507(b) Claim.</p> <ul style="list-style-type: none"> <li>• <u>Adequate Protection Payments</u>. The Debtors' prompt payment of, whether incurred prior to or following the Petition Date, all reasonable fees and expenses of the (i) First Lien Term Loan Administrative Agent (in accordance with the First Lien Credit Agreement) and the First Lien Ad Hoc Group, including but not limited to fees and expenses of the First Lien Lender Advisors, (ii) First Lien Notes Agent (in accordance with the Note Purchase Agreement) to the extent provided herein, and (iii) Second Lien Administrative Agent (in accordance with the Second Lien Credit Agreement) and the Second Lien Ad Hoc Group, including but not limited to fees and expenses of the Second Lien Lender Advisors, each as and to the extent provided herein.</li> <li>• <u>Financing Reporting</u>. Financial reporting as set forth in the DIP Term Sheet.</li> </ul> |
| <b>Backstop Commitments</b>                                  | Certain Consenting Creditors holding First Lien Claims (collectively, in their capacity as such, the " <b>DIP Backstop Parties</b> "), have committed to backstop the New Money DIP Loans, severally and not jointly, on terms and in the amount(s) set forth in the Backstop Commitment Letter attached hereto as <u>Exhibit 3</u> (the " <b>Backstop Commitments</b> "), in exchange for the Backstop Premium, which Backstop Premium shall be paid, initially, in the form of Tranche B Loans (as defined in the DIP Term Sheet) on the DIP Closing Date (as defined in the DIP Term Sheet).                                                                                                                                                                                                                                                                                                                                                        |
| <b>Exit Term Loan Facility</b>                               | On the Effective Date, the Debtors and DIP Lenders will enter into a senior-secured, first-lien term-loan facility (the " <b>Exit Term Loan Facility</b> " and the loans thereunder, the " <b>Exit Term Loans</b> ") comprised of the DIP-to-Exit Term Loans in an aggregate principal amount of up to \$160,000,000 on the terms set forth in the Exit Facility Term Sheet attached hereto as <u>Exhibit 2</u> (the " <b>Exit Facility Term Sheet</b> ").                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>New Equity Interests</b>                                  | On the Effective Date, Reorganized Parent will issue New Equity Interests to the Backstop Parties, holders of Allowed First Lien Claims, and holders of Allowed Second Lien Claims, as set forth herein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>No Substantive Consolidation</b>                          | The Plan will be implemented without any substantive consolidation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Subordination Agreements</b>                              | All subordination agreements, including but not limited to the Intercreditor Agreements, shall be honored pursuant to section 510(a) of the Bankruptcy Code and in accordance with the terms of their subordination.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b><u>TREATMENT OF CLAIMS AND INTERESTS</u></b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Administrative Expense Claims and Priority Tax Claims</b> | On or as soon as reasonably practicable after the Effective Date, except to the extent that a holder of an Allowed Administrative Expense Claim or an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Administrative Expense Claim or an Allowed Priority Tax Claim shall receive, in full and final satisfaction of such Claim, (i) Cash in an amount equal to such Allowed Claim on the Effective Date or as soon as practicable thereafter or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code and as agreed to by the Debtors and the Requisite Consenting First Lien Lenders.                                                                                                                                                                                                                                                                     |

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DIP Claims</b>                                | <p>Subject to the DIP Term Sheet and paragraph 2(c) of the DIP Orders, the DIP Claims (including all accrued and unpaid interest, fees, premiums, and other obligations on account of the DIP Loans) shall be Allowed in full. On or as soon as reasonably practicable after the Effective Date, except to the extent that a holder of an Allowed DIP Claim agrees to less favorable treatment, in full and final satisfaction of such Allowed DIP Claim, each holder shall receive (a)(i) Exit Term Loans in a principal amount equal to the amount of such Allowed DIP Claim on account of such holder's principal amount of DIP Loans (excluding any such principal amount on account of the Tranche B Loans), (ii) New Equity Interests in exchange for the amount of such holder's Allowed DIP Claim on account of such holder's principal amount of Tranche B Loans, subject to dilution by the Management Incentive Plan, and (iii) payment in full in cash of all accrued and unpaid interest and other obligations on account of the DIP Loans (excluding obligations to pay the principal amount of the DIP Loans paid pursuant to clauses (i) and (ii) above) or (b) such other treatment as agreed to by the Debtors and such DIP Lender.</p> |
| <b>Class 1</b><br><b>Other Secured Claims</b>    | <p>On or as soon as reasonably practicable after the Effective Date, except to the extent that a holder of an Allowed Other Secured Claim agrees to less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the sole option of the Debtors, with the consent of the Requisite Consenting First Lien Lenders, or the Reorganized Debtors, each such holder shall receive (i) payment in full in Cash, (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code (iii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code.</p> <p><b>Unimpaired – Presumed to Accept.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Class 2</b><br><b>Priority Non-Tax Claims</b> | <p>On or as soon as reasonably practicable after the Effective Date, except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Priority Non-Tax Claim, at the sole option of the Debtors, with the consent of the Requisite Consenting First Lien Lenders, or the Reorganized Debtors, each such holder shall receive (i) payment in full in Cash, (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code, or (iii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.</p> <p><b>Unimpaired – Presumed to Accept.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Class 3</b><br><b>First Lien Claims</b>       | <p>On as soon as reasonably practicable after the Effective Date, except to the extent that a holder of an Allowed First Lien Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed First Lien Claim, each such holder shall receive, in accordance with the Restructuring Transactions, its Pro Rata Share of 96.5% of the New Equity Interests subject to dilution by the Management Incentive Plan and New Equity Interests issued on account of the Tranche B Loans.</p> <p><b>Impaired – Entitled to Vote.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Class 4</b><br><b>Second Lien Debt Claims</b>          | <p>On or as soon as reasonably practicable after the Effective Date, except to the extent that a holder of an Allowed Second Lien Debt Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Second Lien Debt Claim, each such holder shall receive, in accordance with the Restructuring Transactions, its Pro Rata Share of 3.5% of the New Equity Interests subject to dilution by the Management Incentive Plan and New Equity Interests issued on account of the Tranche B Loans.</p> <p><b>Impaired - Entitled to Vote.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Class 5</b><br><b>General Unsecured Claims</b>         | <p>The legal, equitable, and contractual rights of the holders of General Unsecured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on and after the Effective Date, the Reorganized Debtors shall continue to pay each Allowed General Unsecured Claim or dispute each General Unsecured Claim in the ordinary course of business.</p> <p><b>Unimpaired – Presumed to Accept.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Class 6</b><br><b>Intercompany Claims</b>              | <p>On or as soon as reasonably practicable after the Effective Date, all Intercompany Claims will be adjusted, Reinstated, or discharged, in each case, to the extent determined to be appropriate by the Reorganized Debtors, in their sole discretion.</p> <p><b>Unimpaired – Presumed to Accept / Impaired – Deemed to Reject.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Class 7</b><br><b>Intercompany Interests</b>           | <p>On or as soon as reasonably practicable after the Effective Date, all Intercompany Interests will be adjusted, Reinstated, or discharged as determined by the Reorganized Debtors, in their sole discretion.</p> <p><b>Unimpaired – Presumed to Accept / Impaired Deemed to Reject.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Class 8</b><br><b>Existing Parent Equity Interests</b> | <p>On the Effective Date, Existing Parent Equity Interests will be cancelled, released, and extinguished and will be of no further force and effect.</p> <p><b>Impaired – Deemed to Reject.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b><u>GENERAL PROVISIONS</u></b>                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Executory Contracts and Unexpired Leases</b>           | <p>As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure amount, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties, and which have not expired by their own terms on or prior to the Confirmation Date shall, subject to the reasonable consent of the Requisite Consenting First Lien Lenders, be deemed assumed, except for any Executory Contract or Unexpired Lease, in each case, with the reasonable consent of the Requisite Consenting First Lien Lenders, that (a) previously has been assumed or rejected pursuant to a Final Order of the Bankruptcy Court, (b) is the subject of a separate (i) assumption motion filed by the Debtors or (ii) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the Confirmation Date, (c) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts, or (d) is the subject of a pending Cure Dispute.</p> |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Governance</b>                 | <p><b><u>Organizational and Governance Matters</u></b></p> <p>Terms and conditions of the New Corporate Governance Documents of Reorganized Parent shall be consistent with those set forth on the Governance Term Sheet attached hereto as <b><u>Exhibit 4</u></b>, and otherwise subject to the consent rights set forth in the RSA. The New Corporate Governance Documents of Reorganized Parent will become effective as of the Effective Date.</p> <p><b><u>Board of Reorganized Parent</u></b></p> <p>The Board of Reorganized Parent will have 5 members, comprised of (i) the Reorganized Debtors' chief executive officer and (ii) 4 members appointed by certain First Lien Lenders as set forth in the Governance Term Sheet, in each case selected in consultation with the First Lien Ad Hoc Group and the Company (the "<b>New Board</b>"). Additionally, the Second Lien Ad Hoc Group shall have the ability to designate one (1) observer to the New Board.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Management Incentive Plan</b>  | <p>No later than 60 days following the Effective Date, the New Board shall implement an equity-based management incentive plan under which ten percent (10%) of the New Equity Interests issued on the Effective Date will be reserved for issuance of awards to employees, non-employee directors and other service providers of the Reorganized Debtors (the "<b>Management Incentive Plan</b>"), on terms and conditions (including with respect to participants, form of awards, individual allocations, and vesting conditions) to be determined by the New Board in consultation with the Reorganized Debtors' chief executive officer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Litigation Trust Agreement</b> | <p>The Reorganized Debtors, the Consenting Sponsor and the Consenting Creditors shall enter into a Litigation Trust Agreement, which shall incorporate and be consistent with the terms and conditions of the Litigation Proceeds Term Sheet attached hereto as <b><u>Exhibit 5</u></b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Employment Agreements</b>      | <p>Pursuant to the Plan, unless otherwise listed on the Schedule of Rejected Contracts, all Employment Agreements and severance plans that exist as of the Petition Date will be assumed; <i>provided, that</i>, to the extent an Employment Agreement or severance plan of an insider (as defined in the Bankruptcy Code) has not been disclosed to the Requisite Consenting First Lien Lenders prior to the Effective Date (an "<b>Undisclosed Employment Agreement</b>") and the assumption of such Undisclosed Employment Agreement would not reasonably be expected to result in material liability to the Reorganized Debtors (as determined by the Requisite Consenting First Lien Lenders acting in good faith), then such Undisclosed Employment Agreement will be assumed pursuant to the Plan as if it had been disclosed to the Requisite Consenting First Lien Lenders prior to the Effective Date. Notwithstanding the foregoing, pursuant to the Plan, any Employment Agreements or other plans, programs or arrangements providing for equity-based awards, as well as any equity-based awards or any other Interest (or right to obtain or receive any equity-based award or other Interest) granted or contractually promised to a current or former employee, officer, director or contractor under an Employment Agreement or otherwise, shall not be honored or assumed and will be deemed cancelled in consideration of approval of the Plan as of the Effective Date.</p> |

|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Management Services Agreements</b>                                       | Pursuant to the Plan, on the Effective Date each of (i) that certain Professional Services Agreement, dated March 1, 2022, by and among Mobile Acquisition Corp., a Delaware corporation, and H.I.G. Capital, L.L.C., a Delaware limited liability company (“ <b>H.I.G.</b> ”), and (ii) that certain Transaction Services Agreement, dated March 1, 2022, by and among the Mobile Acquisition Corp. and H.I.G. (collectively, the “ <b>Management Services Agreements</b> ”), shall be deemed rejected and terminated, with the effect that any remaining or unperformed obligations of the parties shall be cancelled without consideration or recourse. Any obligations or amounts due and owing by the Company to H.I.G. from and after January 1, 2023 shall be waived by H.I.G. for no additional consideration, and deemed forever discharged.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Cancellation of Notes, Instruments, Certificates and Other Documents</b> | On the Effective Date, all notes, instruments, certificates evidencing debt of the Debtors and Existing Parent Equity Interests will be cancelled and obligations of the Debtors thereunder will be discharged and of no further force or effect, except for the purpose of allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan and to make any further distributions to the applicable holders on account of their Claims and Interests.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Vesting of Assets</b>                                                    | On the Effective Date, pursuant to sections 1141(b)–(c) of the Bankruptcy Code, all assets of the Debtors will vest in the Reorganized Debtors free and clear of all liens, Claims, and encumbrances.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Survival of Indemnification Obligations and D&amp;O Insurance</b>        | <p>Subject to the Schedule of Retained Causes of Action, any obligations of the Debtors pursuant to their corporate charters, bylaws, limited liability company agreements or other organizational documents to indemnify current officer, directors, agents and/or employees with respect to all past, present and future actions, suits and proceedings against the Debtors or such directors, officers, agents and/or employees, based upon any act or omission for or on behalf of the Debtors shall not be discharged or impaired by the Plan. All such obligations shall be deemed and treated as Executory Contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors. Any claim based on the Debtors’ obligations therein shall not be a disputed Claim or subject to any objection in either case by reason of section 502(e)(1)(B) of the Bankruptcy Code.</p> <p>In addition, after the Effective Date, the Reorganized Debtors shall 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 Debtors who served in such capacity at any time before the Effective Date and all other individuals covered by such insurance policies shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors and/or officers remain in such positions after the Effective Date.</p> |
| <b>Survival of R&amp;W Insurance</b>                                        | The Company and the Reorganized Debtors shall preserve and shall not terminate or otherwise reduce or in any way alter or interfere with the coverage under the representations and warranties policy no. ET111-003-478 issued to Matrix Parent, Inc. with a policy term of March 1, 2022 to March 1, 2025 (the “ <b>RWI Policy</b> ”).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Pursuit of Audax Litigation and RWI Policy</b>                           | The Consenting Sponsor shall be permitted to continue pursuing recoveries under the Audax Litigation and the RWI Policy in accordance with the terms set forth in the Litigation Proceeds Term Sheet. The Company and Consenting Lenders agree (i) not to interfere with the pursuit of such recoveries, including after the Petition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                    | Date, and (ii) not to assert that the automatic stay applies to any such action by the Consenting Sponsor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Conditions to Effectiveness</b> | <p>Effectiveness of the Plan will be subject to the satisfaction or waiver in writing of customary conditions to effectiveness, as well as such other conditions as may be agreed by the Debtors and the Requisite Consenting First Lien Lenders, including the below (as applicable); <i>provided</i>, that notwithstanding anything to the contrary in this Restructuring Term Sheet, any new conditions that would reasonably have a material and adverse effect on (a) the Consenting Sponsor, the Litigation Trust Agreement, the Litigation Proceeds Term Sheet, or any agreements related thereto, shall also require the agreement of the Consenting Sponsor, and (b) the treatment, recoveries, rights, and obligations consistent with the Restructuring Term Sheet of the holders of Second Lien Debt Claims shall require the consent of the Requisite Consenting Second Lien Lenders:</p> <ul style="list-style-type: none"> <li>i. the Definitive Documents will contain terms and conditions consistent with this Restructuring Term Sheet and the RSA or otherwise approved by the Debtors, the Requisite Consenting First Lien Lenders, and the Consenting Sponsor, as applicable, in accordance with the consent rights under the RSA;</li> <li>ii. the RSA shall not have been terminated and shall remain in full force and effect;</li> <li>iii. the DIP Facility shall be in full force and effect and there shall be no Event of Default (as defined in the DIP Credit Agreement) continuing;</li> <li>iv. the Definitive Documents shall be duly executed and delivered by the applicable parties thereto;</li> <li>v. the Debtors will have implemented the Restructuring and all transactions contemplated by this Restructuring Term Sheet in a manner consistent with the RSA (and subject to, and in accordance with, the consent rights set forth therein), this Restructuring Term Sheet, and the Plan;</li> <li>vi. all Restructuring Fees and Expenses and any other professional fees and other amounts required to be paid on account of Consenting Creditors' and the Consenting Sponsor's fees and expenses pursuant to the RSA, in any Definitive Document, or in any order of the Bankruptcy Court related thereto shall have been paid in full and in Cash, including for the avoidance of doubt all accrued and unpaid fees and expenses of advisors to the First Lien Ad Hoc Group, Second Lien Ad Hoc Group, and the Consenting Sponsor (subject to the limitations set forth in the RSA and in the Plan);</li> <li>vii. the Bankruptcy Court shall have entered the Confirmation Order and such Confirmation Order will not have been stayed, modified (other than with the consent of the Requisite Consenting First Lien Lenders), or vacated on appeal; and</li> <li>viii. all regulatory or governmental approvals, authorizations, consents, rulings or documents, including Bankruptcy Court approval, necessary to effectuate and implement the Plan will have been obtained.</li> </ul> <p>The conditions to effectiveness may be waived, in whole or in part, in writing (including by email) by the Debtors, the Requisite Consenting First Lien Lenders,</p> |

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | and, as applicable, the Requisite Consenting Second Lien Lenders and the Consenting Sponsor.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Releases and Exculpations</b> | Subject to the Schedule of Retained Causes of Action and Schedule of Excluded Parties, the Plan shall contain customary release and exculpation provisions, which shall, for the avoidance of doubt, include releases for current officers and directors and each of the Consenting Parties and exclude releases for any current or former officer, director, or equityholder affiliated with Audax Management Company, LLC and any defendant in the Audax Litigation.                                                                                   |
| <b>Discharge and Injunction</b>  | The Plan will contain customary discharge and injunction provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Compromise and Settlement</b> | The Plan will contain provisions for the compromise and settlement of Claims stating that, except as provided herein, the allowance, classification and treatment of Allowed Claims and Interests and their respective distributions take into account and conform to the relative priority and rights of such Claims and Interests in connection with any contractual, legal and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. |
| <b>Tax Structure</b>             | The Restructuring and related transactions will be implemented in a tax-efficient manner in accordance with the Restructuring Transactions Exhibit and otherwise as determined in good faith by the Requisite Consenting First Lien Lenders, subject to the reasonable consent of the Debtors.                                                                                                                                                                                                                                                           |
| <b>Restructuring Transaction</b> | On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or Reorganized Debtors, as applicable, shall take all actions consistent with the Plan as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan.                                                                                                                                                                      |
| <b>Retention of Jurisdiction</b> | The Plan will provide for a broad retention of jurisdiction by the Bankruptcy Court for (i) resolution of Claims, (ii) allowance of compensation and expenses for pre-Effective Date services, (iii) resolution of motions, adversary proceedings, or other contested matters, (iv) entry of such orders as necessary to implement or consummate the Plan and any related documents or agreements, and (v) other purposes.                                                                                                                               |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Restructuring Fees and Expenses</b> | <p>The Debtors shall pay all reasonable and documented fees, costs and expenses of (1) each of the First Lien Lender Advisors and Second Lien Advisors, in each case, (i) in connection with the negotiation, formulation, preparation, execution, delivery, implementation, consummation and/or enforcement of the RSA and/or any of the other Definitive Documents, and/or the transactions contemplated hereby or thereby, and/or any amendments, waivers, consents, supplements or other modifications to any of the foregoing and, to the extent applicable, (ii)(A) consistent with any engagement letters or fee reimbursement letters entered into between the Company, on the one hand, and the relevant First Lien Lender Advisors or Second Lien Lender Advisors, as applicable, on the other hand (as supplemented and/or modified by this Agreement), or (B) as provided in the DIP Orders and/or the Confirmation Order; <i>provided, however</i>, the Restructuring Fees and Expenses of the Second Lien Lender Advisors shall be capped at \$2.5 million for all fees and expenses incurred following the parties' execution of the RSA; and (2) Simpson Thacher &amp; Bartlett LLP, as counsel to the Consenting Sponsor, in an amount not to exceed \$750,000, in connection with the negotiation, formulation, preparation, execution, delivery, implementation, consummation and/or enforcement of the RSA and/or any of the other Definitive Documents, and/or the transactions contemplated hereby or thereby, and/or any amendments, waivers, consents, supplements or other modifications to any of the foregoing (collectively, the <b>"Restructuring Fees and Expenses"</b>).</p> |
| <b>Securities Exemptions</b>           | <p>The solicitation of votes on the Plan is being made only to holders of First Lien Claims and Second Lien Debt Claims who are "accredited investors" within the meaning of Rule 501(a) of Regulation D of the Securities Act of 1933 (as amended, the <b>"Securities Act"</b>) under Section 4(a)(2) of the Securities Act.</p> <p>The issuance and distribution under the Plan of the New Equity Interests will be exempt from registration under the Securities Act or applicable securities laws pursuant to Section 1145(a) of the Bankruptcy Code.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Definitive Documents</b>            | <p>The Definitive Documents will contain terms, conditions, representations, warranties, and covenants, each customary for the transactions described herein consistent with the terms of this Restructuring Term Sheet and the RSA, subject to the consent rights set forth in the RSA.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Annex A**

| <b><u>Certain Defined Terms</u></b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“1L/2L Intercreditor Agreement”</b> | That certain Intercreditor Agreement, dated as of March 1, 2022 (as supplemented by that certain Intercreditor Agreement Joinder, dated as of March 15, 2023, by the First Lien Notes Agent and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among each of the Debtors, the First Lien Term Loan Administrative Agent, the Second Lien Administrative Agent, and the First Lien Notes Agent, and each other person party thereto from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Acquisition Agreement”</b>         | A purchase and sale agreement governing a transaction pursuant to the Purchase Transaction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“AcquisitionCo”</b>                 | In the event the Purchase Transaction occurs, a subsidiary, taxed as a corporation for U.S. federal income tax purposes and wholly-owned indirectly by Reorganized Parent, that shall acquire (directly or indirectly) all or substantially all of the Debtors’ assets and/or membership interests in accordance with the Acquisition Agreement and the Purchase Transaction Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Administrative Expense Claim”</b>  | Any Claim for a cost or expense of administration incurred during the Chapter 11 Cases pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, including, without limitation, (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for good and other services and leased premises) and (b) Professional Fee Claims.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Allowed”</b>                       | With reference to any Claim or Interest, (a) any Claim or Interest arising on or before the Effective Date (i) as to which no objection to allowance, priority, or secured status, and no request for estimation or other challenge, including, without limitation, pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed prior to the Effective Date, or (ii) as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective holder, (b) any Claim or Interest that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or Reorganized Debtors, (c) any Claim or Interest as to which the liability of the Debtors or Reorganized Debtors, as applicable, and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, or (d) any Claim or Interest expressly allowed hereunder; provided, however, that notwithstanding the foregoing, (x) unless expressly waived by the Plan, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable, and (y) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan. |

| <b><u>Certain Defined Terms</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Audax Litigation”</b>           | The proceedings pending in the Delaware Superior Court styled <i>Matrix Parent, Inc. v. Audax Management Co.</i> , Case No. N23C-10-212 MAA CCLD (Del. Super.) and any appeals therefrom.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Avoidance Action”</b>           | Has the meaning set forth in the DIP Orders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>“Backstop Premium”</b>           | The backstop premium to be paid to the Backstop Parties, pursuant to the terms and conditions to be set forth in the Backstop Commitment Letter, as consideration for providing the Backstop Commitments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Bankruptcy Rules”</b>           | The Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and any Local Bankruptcy Rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Cash”</b>                       | Legal tender of the United States of America.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>“Cash Collateral”</b>            | “Cash collateral” as set forth in section 363(a) of the Bankruptcy Code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Cause of Action”</b>            | Any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, proceeding demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), choate, inchoate, reduced to judgment or otherwise whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including, without limitation, under any state or federal securities laws). Causes of Action also includes: (a) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any state law fraudulent transfer claim; and any Avoidance Actions. |
| <b>“Claim”</b>                      | A “claim,” as defined in section 101(5) of the Bankruptcy Code, as against any Debtor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“Confirmation Date”</b>          | The date on which the Bankruptcy Court enters the Confirmation Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Confirmation Order”</b>         | The order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| <b><u>Certain Defined Terms</u></b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Consenting Creditors”</b>           | The holders of First Lien Claims and Second Lien Claims that are party to the RSA, together with their respective successors and permitted assigns and any subsequent creditor that becomes party to the RSA pursuant to the terms thereof.                                                                                                                                                                                                                                                                                                         |
| <b>“Consenting First Lien Lenders”</b>  | Has the meaning set forth in the RSA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>“Consenting Parties”</b>             | The Consenting Creditors and the Consenting Sponsor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Consenting Second Lien Lenders”</b> | Has the meaning set forth in the RSA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>“Consenting Sponsor”</b>             | Matrix Topco, L.P., H.I.G. Technology Partners A, L.P., H.I.G. Technology Partners B, L.P., H.I.G. Europe Middle Market LBO Fund III, L.P., H.I.G. Middle Market LBO Fund III, L.P., H.I.G. Matrix Co-Investors L.P., and H.I.G. Mobile, L.P.                                                                                                                                                                                                                                                                                                       |
| <b>“Cure”</b>                           | The payment of Cash by the Debtors, or the distribution of other property (as the parties may agree or the Bankruptcy Court may order), as necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an Executory Contract or Unexpired Lease of the Debtors and (b) permit the Debtors to assume such Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code.                                                                                                                          |
| <b>“Cure Dispute”</b>                   | An unresolved objection regarding assumption of an Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code, including objections based on the appropriate Cure Amount or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or any other issue relating to an assumption of an Executory Contract or Unexpired Lease.                                                                                                                                              |
| <b>“Definitive Documents”</b>           | Has the meaning set forth in the RSA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>“DIP Agent”</b>                      | Acquiom Agency Services LLC and Seaport Loan Products LLC, in their capacities as co-administrative agents, and Acquiom Agency Services LLC, in its capacity as collateral agent under the DIP Credit Agreement, their successors, permitted assigns, or any replacement agent appointed pursuant to the terms of the DIP Credit Agreement.                                                                                                                                                                                                         |
| <b>“DIP Claims”</b>                     | All Claims held by the DIP Lenders or the DIP Agent on account of, arising under, or relating to the DIP Term Sheet, the Backstop Commitment Letter, DIP Credit Agreement, the DIP Facility, or the DIP Orders, including Claims for all principal amounts outstanding, and any and all fees, premiums interest, expenses, indemnification obligations, reimbursement obligations, and other amounts due under the DIP Documents, which, for the avoidance of doubt, shall include all “DIP Obligations” as such term is defined in the DIP Orders. |
| <b>“DIP Commitment”</b>                 | Has the meaning set forth in the RSA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| <b><u>Certain Defined Terms</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“DIP Credit Agreement”</b>       | That certain Debtor in Possession Credit Agreement to be entered into by and among the Debtors, the DIP Agent and the DIP Lenders, consistent with the terms of the DIP Term Sheet and as approved by the DIP Orders, as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms.                                  |
| <b>“DIP Documents”</b>              | The DIP Motion, the DIP Orders, and the DIP Credit Agreement and any related credit documents.                                                                                                                                                                                                                                                                                                       |
| <b>“DIP Lender”</b>                 | Any lender having a DIP Commitment and/or holding outstanding DIP Loans.                                                                                                                                                                                                                                                                                                                             |
| <b>“DIP Motion”</b>                 | The motion seeking approval by the Bankruptcy Court of the DIP Facility and the DIP Orders, including any declarations and exhibits submitted in support thereof.                                                                                                                                                                                                                                    |
| <b>“DIP Orders”</b>                 | Collectively, the Interim DIP Order and the Final DIP Order.                                                                                                                                                                                                                                                                                                                                         |
| <b>“Disclosure Statement”</b>       | The disclosure statement in respect of the Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code.                                                                                                                                                                                            |
| <b>“Effective Date”</b>             | The date on which all conditions to the effectiveness of the Plan have been satisfied or waived in accordance with the terms of the Plan and the transactions contemplated by the Plan have been consummated.                                                                                                                                                                                        |
| <b>“Employment Agreement”</b>       | As to an employee, officer, director, or individual independent contractor, all employment and compensation agreements, in each case, existing as of the Effective Date, including any employment, services, separation, retention, incentive, bonus, or similar or related agreements, arrangements, plans, programs, policies or practices, in each case, as in effect as of the Effective Date.   |
| <b>“Entity”</b>                     | An individual, corporation, partnership, limited liability partnership, limited liability company, association, joint stock company, joint venture, estate, trust, unincorporated organization, government unit (as defined in section 101(27) of the Bankruptcy Code) or any political subdivision thereof, or other person (as defined in section 101(41) of the Bankruptcy Code) or other entity. |
| <b>“Estate(s)”</b>                  | Individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.                                                                                                                                                                                                                                                                                 |
| <b>“Exculpated Parties”</b>         | Each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: the Debtors and their Estates.                                                                                                                                                                                                                                                            |
| <b>“Executory Contract”</b>         | A contract to which one or more Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.                                                                                                                                                                                                                                                              |
| <b>“Exit Administrative Agent”</b>  | Means the agent to the Exit Credit Agreement, in its capacities as administrative agent and collateral agent thereunder.                                                                                                                                                                                                                                                                             |

| <b><u>Certain Defined Terms</u></b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Exit Credit Agreement”</b>                     | That certain Credit Agreement to be entered into by the Reorganized Debtors, the Exit Administrative Agent and the Exit Facility Lenders in accordance with the Exit Facility Term Sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Exit Facility Lenders”</b>                     | The lenders who are time to time party to the Exit Credit Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“Final DIP Order”</b>                           | The Final Order entered in the Chapter 11 Cases authorizing the Company’s entry into the DIP Facility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Final Order”</b>                               | An order, ruling, or judgment of the Bankruptcy Court (or other court of competent jurisdiction) that (i) is in full force and effect, (ii) is not stayed, and (iii) is no longer subject to review, reversal, vacatur, modification, or amendment, whether by appeal or by writ of certiorari; <i>provided</i> , however, that the possibility that a motion under Rules 50 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order, ruling, or judgment shall not cause such order, ruling, or judgment not to be a Final Order. |
| <b>“First Day Orders”</b>                          | Any orders of the Bankruptcy Court with respect to the First Day Pleadings that have not been reversed, modified, or amended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“First Day Pleadings”</b>                       | The first days pleadings that the Debtors determine are necessary or desirable to file in the Chapter 11 Cases.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“First Lien Ad Hoc Group”</b>                   | The ad hoc group of First Lien Lenders represented by the First Lien Lender Advisors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>“First Lien Administrative Agent”</b>           | Collectively the First Lien Term Loan Administrative Agent and the First Lien Notes Agent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>“First Lien Credit Agreement”</b>               | That certain First Lien Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented, or modified from time to time prior to the date hereof, by and among, Holdings, Matrix Parent, the First Lien Lenders, and the First Lien Term Loan Administrative Agent.                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“First Lien Lender Advisors”</b>                | Milbank LLP, as legal advisors to the First Lien Ad Hoc Group, Houlihan Lokey, Inc., as the investment banker to the First Lien Ad Hoc Group, and Porter Hedges LLP, as local Texas counsel to the First Lien Ad Hoc Group.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>“First Lien Lenders”</b>                        | The lenders who are from time to time party to the First Lien Credit Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“First Lien Notes Agent”</b>                    | The notes agent for the Noteholders under the Note Purchase Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“First Lien Term Loan Administrative Agent”</b> | The administrative agent and collateral agent under the First Lien Credit Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“Governmental Unit”</b>                         | Has the meaning set forth in section 101(27) of the Bankruptcy Code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| <b><u>Certain Defined Terms</u></b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Holdings”</b>                           | Matrix Holdco, LLC, a Delaware limited liability company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Intercompany Claim”</b>                 | Any Claim against a Debtor held by another Debtor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Intercompany Interest”</b>              | An Interest in a Debtor other than Intermediate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Intercreditor Agreements”</b>           | The Pari Passu Intercreditor Agreement and the 1L/2L Intercreditor Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>“Intermediate”</b>                       | Matrix Intermediate, Inc., a Delaware corporation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Interest”</b>                           | Any (i) equity in a Debtor as defined in section 101(16) of the Bankruptcy Code, including all ordinary shares, units, common stock, preferred stock, membership interest, partnership interest, or other instruments evidencing an ownership interest, or equity security (as defined in section 101(16) of the Bankruptcy Code) in any of the Debtors, whether or not transferable, and any option, warrant or right, contractual or otherwise, including, without limitation, equity-based employee incentives, grants, stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares/units, incentive awards, or other instruments issued to employees of the Debtors, to acquire any such interests in a Debtor that existed immediately before the Effective Date, and (ii) Section 510(b) Claim against a Debtor. |
| <b>“Interim DIP Order”</b>                  | The interim order entered in the Chapter 11 Cases authorizing the Company’s entry into the DIP Facility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Litigation Proceeds Term Sheet”</b>     | Means that certain Litigation Proceeds Term Sheet agreed upon by and between the Debtors, the Consenting First Lien Lenders, and the Consenting Sponsor, included as <b><u>Exhibit 5</u></b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>“Litigation Trust Agreement”</b>         | An agreement to be entered into by the Debtors, the Consenting Sponsor, and the Consenting Creditors which shall (i) govern the management and administration of the Litigation Trust and the respective rights, powers and obligations of the Litigation Trust Beneficiaries; and (ii) be consistent with the Litigation Proceeds Term Sheet, a substantially final version of which shall be filed with the Plan Supplement.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>“Litigation Trust Beneficiaries”</b>     | The beneficiaries of the Trust Causes of Action assigned and transferred to the Litigation Trust on the Effective Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>“Matrix Parent”</b>                      | Matrix Parent, Inc., a Delaware corporation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>“Matrix TopCo”</b>                       | The non-Debtor, Matrix Topco, L.P., a Delaware corporation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“New Corporate Governance Documents”</b> | The certificate of incorporation, certificate of formation, bylaws, limited liability company agreements, shareholder agreement (if any), operating agreement, or other similar organizational or formation documents, as applicable, of any of the Reorganized Debtors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| <b><u>Certain Defined Terms</u></b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“New Equity Interests”</b>               | The shares of common stock of Reorganized Parent to be issued or distributed (a) on the Effective Date, (b) upon implementation of the Management Incentive Plan, or (c) as otherwise permitted pursuant to the Plan and the New Corporate Governance Documents.                                                                                                                                                                                                   |
| <b>“Noteholders”</b>                        | The holders from time to time party to the Note Purchase Agreement.                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Note Purchase Agreement”</b>            | That certain Note Purchase Agreement, dated as of March 15, 2023 (as amended, restated, amended and restated, supplement, or modified from time to time prior to the date hereof, by and among, Holdings, Matrix Parent, the Noteholders and the First Lien Notes Agent.                                                                                                                                                                                           |
| <b>“Other Secured Claim”</b>                | A Secured Claim, other than an Administrative Expense Claim, a DIP Claim, a Priority Tax Claim, a First Lien Claim, or a Second Lien Debt Claim.                                                                                                                                                                                                                                                                                                                   |
| <b>“Pari Passu Intercreditor Agreement”</b> | That certain Pari Passu Intercreditor Agreement, dated as of March 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof) by and among each of the Debtors, First Lien Term Loan Administrative Agent, the First Lien Notes Agent, and each other person party thereto from time to time.                                                                                            |
| <b>“Person”</b>                             | An individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, government unit (as defined in section 101(27) of the Bankruptcy Code), or other Entity.                                                                                                                                                                           |
| <b>“Petition Date”</b>                      | The date on which the Chapter 11 Cases are commenced.                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“Plan”</b>                               | The chapter 11 plan of reorganization of the Debtors implementing the Restructuring, including all appendices, exhibits, schedules, and supplements hereto (including, without limitation, any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as the same may be amended, supplemented, or modified from time to time in accordance with the provisions of the Bankruptcy Code, the terms hereof, and the terms of the RSA. |

| <b><u>Certain Defined Terms</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Plan Supplement”</b>            | A supplemental appendix to the Plan containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the Plan, as may be amended, modified, or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and Bankruptcy Rules, which shall include, but not be limited to: (a) the New Corporate Governance Documents; (b) the Exit Credit Agreement; (c) to the extent known, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (f) the Restructuring Transactions Exhibit; (d) the Schedule of Retained Causes of Action, (e) the Schedule of Rejected Contracts, if applicable, (f) the Litigation Trust Agreement, and (g) Schedule of Excluded Parties; <i>provided, that</i> , through the Effective Date, the Debtors shall have the right to amend the Plan Supplement and any schedules, exhibits, or amendments thereto, in accordance with the terms of the Plan and the RSA and subject to the consent rights thereunder. |
| <b>“Priority Tax Claim”</b>         | Any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Priority Non-Tax Claim”</b>     | Any Claim other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Professional”</b>               | An Entity (i) employed 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 before or on the Effective Date pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code; or (ii) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code that are not Restructuring Fees and Expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Professional Fee Claim”</b>     | All Claims for fees and expenses (including transaction and success fees) incurred by a Professional on or after the Petition Date to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court that are not Restructuring Fees and Expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Pro Rata Share”</b>             | The proportion that an Allowed Claim or Interest in a particular class bears to the aggregate amount of Allowed Claims or Interest in that class, or the proportion that Allowed Claims or Interests in a particular class bear to the aggregate amount of Allowed Claims and Disputed Claims or Allowed Interests and Disputed Interests in a particular class and other classes entitled to share in the same recovery as such class under the Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Purchase Transaction”</b>       | The transactions so defined in the Restructuring Transactions Exhibit (including any amendments thereto), pursuant to which AcquisitionCo acquires substantially all of the assets of the Debtors in the event the Debtors elect to pursue the Purchase Transaction, in each case in form and substance acceptable to the Requisite Consenting First Lien Lenders and the Debtors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| <b><u>Certain Defined Terms</u></b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Purchase Transaction Documents”</b> | (i) the Acquisition Agreement, and (ii) any other documents setting forth the definitive terms of the Purchase Transaction, in each case in form and substance acceptable to the Requisite Consenting First Lien Lenders and the Debtors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“Reinstated”</b>                     | Leaving a Claim Unimpaired under the Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Reorganized Debtors”</b>            | Each of the Debtors as reorganized on the Effective Date in accordance with the Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Reorganized Parent”</b>             | From and after the Effective Date, the entity identified as the Reorganized Parent in the Restructuring Transactions Exhibit, which could be (i) Intermediate as reorganized pursuant to the Plan, (ii) another Reorganized Debtor or (iii) the corporation (or limited liability company or other entity taxed as a corporation for U.S. federal income tax purposes) that is the parent of the Entities holding, owning or acquiring all, or substantially all, of the assets of the Debtors pursuant to the Purchase Transaction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Related Parties”</b>                | <p>Means with respect to a Person, that Person’s current and former Affiliates, and such Person’s and its current and former Affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors (including, in the case of the Consenting Sponsor, H.I.G. Capital, LLC), representatives, and other professionals, and such Person’s respective heirs, executors, estates, and nominees, each in their capacity as such; <i>provided, however</i>, the entities or individuals, as applicable, listed on the Schedule of Excluded Parties shall not constitute Related Parties nor Released Parties.</p> <p>The Plan shall include a third-party beneficiary provision that expressly authorizes Related Parties to enforce the Releases.</p> |
| <b>“Released Parties”</b>               | <p>Means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Consenting Creditors; (iv) the Consenting Sponsor; (v) the DIP Agent; (vi) the DIP Lenders; (vii) the DIP Backstop Parties; and (viii) with respect to each of the foregoing Persons in clauses (i) through (vii), all Related Parties; <i>provided, however</i>, the entities or individuals, as applicable, listed on the Schedule of Excluded Parties shall not constitute Related Parties nor Released Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| <b><u>Certain Defined Terms</u></b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Releasing Parties”</b>                        | Means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Consenting Creditors; (iv) the Consenting Sponsor; (v) the DIP Agent; (vi) the DIP Lenders; (vii) the DIP Backstop Parties; (viii) the Released Parties, (ix) with respect to each of the foregoing Persons in clauses (i) through (viii), all Related Parties; (x) the Holders of all Claims or Interests that vote to accept the Plan; (xi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth therein; (xii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth therein; and (xiii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out. |
| <b>“Requisite Consenting First Lien Lenders”</b>  | As of the date of determination, Consenting First Lien Lenders holding over 50% in aggregate principal amount of First Lien Claims held by the Consenting First Lien Lenders as of such date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Requisite Consenting Second Lien Lenders”</b> | As of the date of determination, Consenting Second Lien Lenders holding over 50% in aggregate principal amount of Second Lien Claims held by the Consenting Second Lien Lenders as of such date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Requisite First Lien Lenders”</b>             | The “Requisite Lenders” as defined by the First Lien Credit Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| <b><u>Certain Defined Terms</u></b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Restructuring Transactions”</b>            | One or more transactions premised on a debt-for-equity exchange pursuant to section 1123(a)(5)(D) of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, in each case, with the reasonable consent of the Requisite Consenting First Lien Lenders, including: (i) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Persons may agree, including the documents comprising the Plan Supplement; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Persons agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, amalgamation, consolidation, conversion, or dissolution pursuant to applicable state law; (iv) with the reasonable consent of the Requisite Consenting First Lien Lenders, the transactions set forth in the Restructuring Transactions Exhibit; (v) the execution, delivery, and filing, if applicable, of the Definitive Documents and Plan Documents; (vi) the issuance of securities, all of which shall be authorized and approved in all respects, in each case, without further action being required under applicable law, regulation, order or rule; and (vii) all other actions that the applicable Persons determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law. |
| <b>“Restructuring Transactions Exhibit”</b>    | The summary of transaction steps to complete the restructuring contemplated by the Plan included in the Plan Supplement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“Schedule of Excluded Parties”</b>          | The schedule of excluded parties to be filed with the Plan Supplement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Schedule of Rejected Contracts”</b>        | The schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Plan, if any, as the same may be amended, modified, or supplemented from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Schedule of Retained Causes of Action”</b> | The schedule of retained causes of action to be filed with the Plan Supplement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Second Lien Ad Hoc Group”</b>              | The ad hoc group of Second Lien Lenders represented by the Second Lien Lender Advisors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>“Second Lien Administrative Agent”</b>      | The administrative agent and collateral agent for the Second Lien Lenders pursuant to the Second Lien Credit Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| <b><u>Certain Defined Terms</u></b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Second Lien Credit Agreement”</b> | That certain Second Lien Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplement, or modified from time to time prior to the date hereof, by and among, Holdings, Matrix Parent, the Second Lien Lenders and the Second Lien Administrative Agent.                                                                                                                                                     |
| <b>“Second Lien Lenders”</b>          | The lenders from time to time party to the Second Lien Credit Agreement.                                                                                                                                                                                                                                                                                                                                                                           |
| <b>“Second Lien Lender Advisors”</b>  | Akin Gump Strauss Hauer & Feld LLP, as legal advisors to the Second Lien Ad Hoc Group, and Greenhill & Co., as the investment banker to the Second Lien Ad Hoc Group.                                                                                                                                                                                                                                                                              |
| <b>“Section 510(b) Claim”</b>         | Any Claim against any Debtor (i) arising from the rescission of a purchase or sale of an Interest of any Debtor or an affiliate of any Debtor (including the Existing Parent Equity Interests); (ii) for damages arising from the purchase or sale of such Interest; or (iii) for reimbursement or contribution Allowed under section 502 of the Bankruptcy Code on account of such a Claim.                                                       |
| <b>“Secured Claim”</b>                | A Claim (a) secured by a lien on collateral to the extent of the value of such collateral as (i) set forth in the Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code exceeds the value of the Claim, or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code. |
| <b>“Secured Lenders”</b>              | A lender that is a holder of a Secured Claim.                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>“Solicitation Materials”</b>       | Any materials used in connection with the solicitation of votes on the Plan, including the Disclosure Statement and any procedures established by the Bankruptcy Court with respect to solicitation of votes on the Plan.                                                                                                                                                                                                                          |
| <b>“Unexpired Lease”</b>              | A lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.                                                                                                                                                                                                                                                                                                        |
| <b>“Unimpaired”</b>                   | With respect to a Claim, Interest, or class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.                                                                                                                                                                                                                                                                                      |

**Exhibit 1**

**DIP Term Sheet**

## Mobileum – DIP Term Sheet

### Summary of Terms and Conditions for Senior Secured Superpriority Debtor-In-Possession Financing

*This term sheet (this “DIP Term Sheet”) describes the terms of a debtor-in-possession financing (“DIP Facility”) to be used to fund working capital of Matrix Parent, Inc., a Delaware corporation (the “Borrower”), Matrix Intermediate, Inc. (“Intermediate”), Matrix Holdco, LLC, a Delaware corporation (“Holdings”) and each of its subsidiaries (the “Subsidiaries”) during the pendency of the cases to be filed under chapter 11 (“Chapter 11 Cases”) of the United States Bankruptcy Code (the “Bankruptcy Code”).*

*Capitalized terms used but not defined herein shall have the meanings assigned to them in the Prepetition First Lien Credit Facility (as defined below) or the Restructuring Support Agreement (the “RSA”) to which this DIP Term Sheet is attached, as applicable.*

**THIS DIP TERM SHEET DOES NOT CONSTITUTE (NOR WILL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY CHAPTER 11 PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH AN OFFER, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE LAWS.**

**THIS DIP TERM SHEET DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN. THE CLOSING OF ANY TRANSACTION WILL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS. EXCEPT AS SET FORTH IN THE RSA, NO BINDING OBLIGATIONS WILL BE CREATED BY THIS DIP TERM SHEET UNLESS AND UNTIL BINDING DEFINITIVE DOCUMENTS ARE EXECUTED AND DELIVERED BY ALL APPLICABLE PARTIES OR APPROVED BY THE BANKRUPTCY COURT, AS APPLICABLE.**

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Guarantors</b>                          | The Borrower’s direct parent, Holdings, indirect parent, Intermediate, and each of the Borrower’s direct and indirect Subsidiaries that are debtors in the Chapter 11 Cases (collectively, the “ <b>Guarantors</b> ” and together with the Borrower, the “ <b>Loan Parties</b> ” or the “ <b>Debtors</b> ”), shall be required to provide an unconditional guaranty (collectively, the “ <b>Guarantees</b> ”) of all amounts owing under the DIP Facility. |
| <b>Fronting Lender</b>                     | Jefferies Finance LLC, as fronting lender for some or all of the Loans (in such capacity, the “ <b>Fronting Lender</b> ”).                                                                                                                                                                                                                                                                                                                                 |
| <b>Administrative and Collateral Agent</b> | Acquiom Agency Services LLC (“ <b>Acquiom</b> ”) and Seaport Loan Products LLC (“ <b>Seaport</b> ”), as co-administrative agents (in such capacity, the “ <b>Administrative Agent</b> ”) and Acquiom as collateral agent (in such capacity, the “ <b>Collateral Agent</b> ” and, together with the Administrative Agent, the “ <b>Agents</b> ”).                                                                                                           |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Lenders</b>                | The financial institutions that are lenders under the DIP Facility from time to time (collectively, the “ <b>Lenders</b> ”). Participation in the New Money Loans (as defined below) will be offered to each of the existing First Lien Creditors on a pro rata basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Prepetition Facilities</b> | The Borrower is party to (i) a first lien revolving credit and term loan facility pursuant to that certain First Lien Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “ <b>Prepetition First Lien Credit Facility</b> ”), among the Borrower, Holdings, the lenders from time to time party thereto (the “ <b>First Lien Lenders</b> ”) and Jefferies Finance LLC (“ <b>Jefferies Finance</b> ”), in its capacity as administrative agent (the “ <b>Prepetition First Lien Agent</b> ”), (ii) a first lien secured notes facility pursuant to that certain Note Purchase Agreement, dated as of March 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “ <b>Prepetition First Lien Notes Facility</b> ”) and together with the Prepetition First Lien Credit Facility, the “ <b>Prepetition First Lien Facilities</b> ”), among the Borrower, as issuer, the noteholders from time to time party thereto (the “ <b>First Lien Noteholders</b> ”), together with the First Lien Lenders, the “ <b>First Lien Creditors</b> ”), and Wilmington Trust, National Association, as notes agent and (iii) a second lien term loan facility pursuant to that certain Second Lien Term Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “ <b>Prepetition Second Lien Term Facility</b> ”) and, together with the Prepetition First Lien Facilities, the “ <b>Prepetition Facilities</b> ”), among the Borrower, Holdings, the lenders from time to time party thereto (the “ <b>Second Lien Lenders</b> ”) and Jefferies Finance LLC, in its capacity as administrative agent (the “ <b>Prepetition Second Lien Agent</b> ”). |
| <b>Amount</b>                 | <p>The DIP Facility shall be comprised of:</p> <p>(i) a new money term loan (the “<b>New Money Loans</b>”, and the commitment of the Lenders to make the New Money Loans, the “<b>New Money Commitment</b>”) in an aggregate amount of up to \$60,000,000;</p> <p>(ii) upon entry of the Interim DIP Order (as defined below) or at such later date as the Backstop Parties (as defined below) may agree in writing, roll-up loans (the “<b>Rollup Loans</b>” and, collectively with the New Money Loans, the “<b>Tranche A Loans</b>”), and the commitment of the Lenders to the roll-up of their loans under the applicable Prepetition First Lien Credit Facility, as set forth herein, together with the New Money Commitment, the “<b>Commitment</b>”) in an aggregate principal amount equal to \$100,000,000 at a ratio of approximately \$1.67 for each \$1 of New Money Loans committed to be funded by the Lenders (the “<b>Rollup</b>”); and</p> <p>(iii) upon entry of the Interim DIP Order the Tranche B Loans referenced below.</p> <p>An amount equal to \$40,000,000 shall be made available upon entry of an interim order of the Bankruptcy Court, in the form attached hereto as <u>Annex III</u> (the “<b>Form of Interim DIP Order</b>”) and otherwise in form and substance satisfactory to the Required DIP Lenders (as defined below) in their sole</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

discretion, approving the financing (the “**Interim DIP Order**” and the date the Bankruptcy Court enters the Interim DIP Order, the “**Interim DIP Order Entry Date**”) and may be drawn upon satisfaction of the other conditions to borrowing contained in the DIP Facility. Upon entry of an order of the Bankruptcy Court, in form and substance satisfactory to the Required DIP Lenders in their sole discretion, approving the DIP Facility on a final basis (the “**Final DIP Order**” and, together with the Interim DIP Order, the “**DIP Orders**” and the date the Bankruptcy Court enters the Final DIP Order, the “**Final DIP Order Entry Date**”) the Borrower shall be permitted to draw the remaining \$20,000,000 of the New Money Loans. The Rollup Loans and the Tranche B Loans shall be deemed to have been advanced on a cashless basis.

The DIP Loans are provided for working capital purposes in accordance with the Budget and for the other purposes listed under “Use of Proceeds” below.

#### **Backstop Commitment**

Pursuant to the Backstop Commitment Letter, dated as of July 23, 2024, certain First Lien Creditors (in such capacities, the “**Backstop Parties**”) will, in the allocations set forth on Schedule I to the Backstop Commitment Letter, (a) provide their pro rata share of the Tranche A Loans and (b) provide any Tranche A Loans not provided by the other First Lien Creditors.

The Backstop Parties will receive, in the allocations set forth in Schedule I to the Backstop Commitment Letter, a backstop premium (the “**Backstop Premium**”) earned upon execution of the Backstop Commitment Letter in an amount equal to 15% of each Backstop Party’s New Money Commitment amount, which Backstop Premium will, initially, be paid in the form of loans issued on the Interim DIP Order Entry Date under a separate “Tranche B” under the DIP Facility (the “**Tranche B Loans**” and, together with the Tranche A Loans, collectively the “**DIP Loans**”), *provided* that any portion of the “Tranche B” DIP Loans outstanding immediately prior to the Effective Date shall be converted on the Effective Date into 10% of the new common shares of the Reorganized Company and issued to the Backstop Parties in proportion to their respective backstop allocation amounts, subject to dilution by new common shares issued pursuant to the MIP.

#### **Budget**

On Friday of the third full calendar week following the Interim DIP Order Entry Date, the Loan Parties shall provide an update to the initial budget attached hereto as Annex IV (the “**Initial Budget**”) in the form of a 13-week forecast for the next 13 weeks of the Loan Parties, broken down by week, which shall include the anticipated uses of the DIP Facility for such period (such updated cash flow forecast and each subsequent 13-week forecast, the “**Budget**”), and thereafter on the first Friday of each month thereafter (or more frequently to accommodate changes in business operating activity) an updated 13-week projection for the subsequent 13-week period (which in each case must be satisfactory to the Required DIP Lenders in their sole discretion, which approval may be delivered by Milbank LLP as counsel to the Required DIP Lenders by e-mail correspondence (the most recently delivered approved Budget, the “**Approved Budget**”); *provided*, that the most recently delivered subsequent Budget shall be deemed accepted five (5) business days following the delivery thereof to the Lenders, in the event the Required DIP Lenders (or Milbank acting at the direction of the Required DIP Lenders) shall have failed to reject the same on or

before such date; *provided*, further, that, for the avoidance of doubt, until the conditions for the most recently delivered subsequent Budget are met the prior Approved Budget shall remain in full force and effect for all purposes. Additionally, commencing on Friday of the third full week following the Interim DIP Order Entry Date, and thereafter on each Friday (or such later date as the Required DIP Lenders agree in their sole discretion), the Loan Parties shall deliver, or cause to be delivered, to the Lenders a written variance report reconciling actual cash receipts and disbursements for the week ended the preceding Friday measured against the Initial Budget and the Approved Budget then in effect, which report shall include a reasonably detailed explanation of all material variances (determined on a line-item-by-line-item basis) between actual and budgeted receipts and disbursements (such report, the “*Variance Report*”).

### Priority and Liens

All obligations under the DIP Facility shall, subject to the Carve-Out (as defined in the DIP Orders), at all times:

- (i) pursuant to Section 364(c)(1) of the Bankruptcy Code, be entitled to superpriority claim status having priority over any and all other claims, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503, 506, 507(a), 507(b), 546, 552, 726, 1113, and 1114, and any other provision of the Bankruptcy Code;
- (ii) pursuant to Section 364(c)(2) of the Bankruptcy Code, be secured by a perfected first priority lien on all unencumbered now owned or after acquired assets of the Loan Parties that are not otherwise subject to any lien;
- (iii) pursuant to Section 364(c)(3) of the Bankruptcy Code, be secured by a perfected junior lien on all now owned or after acquired assets of the Loan Parties that are subject to (x) any valid, perfected and non-avoidable lien in existence on the petition date or (y) any valid lien in existence on the petition date that is perfected subsequent to the petition date by Section 564(b) of the Bankruptcy Code, in each case other than the encumbrances under the Prepetition Facilities; and
- (iv) pursuant to Section 364(d) of the Bankruptcy Code, be secured by a perfected first priority priming lien on all now owned or after acquired assets of the Loan Parties pledged under the Prepetition Facilities (including, without limitation, all of the outstanding shares of capital stock of each subsidiary Guarantor and any direct subsidiary of the Loan Parties).

The assets described above, collectively, together with (a) the proceeds of all claims and causes of avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or Sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law equivalents (the “*Avoidance Actions*”), (b) the proceeds of any exercise of the Debtors’ rights under section 506(c) and 550 of the Bankruptcy Code and (c) all assets or property that were not otherwise subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date,

excluding all claims and causes of avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or Sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law equivalents, the “*Collateral*”.

All of the liens described herein with respect to the assets of the Loan Parties shall be effective and perfected by the Interim DIP Order and the Final DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements.

**DIP Closing Date** The date on or after the entry of the Interim DIP Order on which the conditions precedent, which conditions precedent shall be usual and customary for facilities of this type, shall have been satisfied or waived by the Required DIP Lenders (the date of such closing, the “*DIP Closing Date*”).

**Maturity** The DIP Loans shall be repaid in full, and the Commitment shall terminate, on the earliest to occur (the “*Maturity Date*”) of (i) the date that is six months from the Petition Date, (ii) the date the Bankruptcy Court orders the conversion of the bankruptcy case of any of the Loan Parties to a Chapter 7 liquidation or the dismissal of the bankruptcy case of any Loan Party, (iii) the acceleration of the DIP Loans and the termination of the Commitment under the DIP Facility, (iv) the sale of all or substantially all of the Loan Parties’ assets and (v) the consummation of a chapter 11 plan of reorganization for the Loan Parties.

**Payment Obligations** of All obligations of the Borrower owed to the Lenders arising from the DIP Loans, including all Tranche B Loans, related fees and premiums and other liabilities and obligations, shall be paid in cash, except solely in connection with the conversion of Tranche A Loans into takeback indebtedness and the conversion of Tranche B Loans into new common shares, in each case, as provided in this DIP Term Sheet and pursuant to the Plan.

The DIP Loans held by Lenders shall be converted (the “*Conversion*”) into the Exit Term Loans in accordance with the terms of the RSA and the Plan, in each case, as amended or otherwise modified from time to time in accordance with the terms thereof; *provided*, that, if the RSA has been validly terminated with respect to any Lender, the Conversion shall occur with respect to such Lender’s DIP Loans only if the Plan as in effect on the Effective Date provides for treatment, economic terms and recoveries of the DIP Loans, First Lien Claims and Second Lien Claims held by such Lender that is the same as the treatment, economic terms and recoveries provided therefor in the Restructuring Support Agreement as in effect immediately prior to the action, event, or circumstance that gave rise to the right to terminate the Restructuring Support Agreement as to such Lender..

The DIP Loan Documents shall provide that any amendment, waiver or modification, or any amendment, waiver or modification that has the effect of amending, waiving or modifying, the Conversion provisions described above shall require the consent of each Lender adversely affected thereby.

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Use of DIP Loan Proceeds</b> | To (i) effectuate the Rollup, (ii) pay (a) fees and other expenses due and payable under the DIP Facility and (b) other amounts in accordance with the Budget (subject to Permitted Variances) and (iii) fund the Carve-Out. Subject to the terms of the DIP Orders, including the Challenge Period (as defined in the DIP Orders), no portion of the Debtors' cash collateral and other cash (collectively, the " <b><i>Cash Collateral</i></b> "), the DIP Loans or the Collateral may be used to investigate, commence or prosecute any action, proceeding or objection with respect to or related to (1) the claims, liens or security interests of the Agents or the Lenders, (2) any claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness or obligations that are subjects of the Release (as defined below) or (3) certain stipulations to be made by the Loan Parties and approved by the Interim DIP Order, as set forth in the Form of Interim DIP Order. The First Lien Creditors and Second Lien Lenders will receive adequate protection with respect to any diminution in value of their prepetition collateral as set forth in the Form of Interim DIP Order. |
| <b>Interest Rate</b>            | The interest rate, default rate and fees are appended as Annex II hereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Mandatory Prepayments</b>    | The DIP Loans will be subject to mandatory prepayments customary for DIP financings and otherwise consistent with the Prepetition First Lien Credit Facility to be included in the definitive DIP Loan Documents (as defined below) (including, without limitation, prepayments with the proceeds of incurrence of debt (other than under the DIP Facility), sales of assets, proceeds of litigation (including the H.I.G. Litigation (as defined in the DIP Credit Agreement)) and casualty events by the Borrower or any of its subsidiaries; net of taxes and out-of-pocket expenses incurred in connection with such litigation; <i>provided</i> that such prepayment shall be reduced in an amount necessary to ensure that liquidity shall not be less than \$33.3 million after giving effect to such prepayment. Mandatory prepayments may be declined at the election of each Lender.                                                                                                                                                                                                                                                                                                                             |
| <b>Voluntary Prepayments</b>    | The DIP Loans may be permanently prepaid in full by the Borrower at any time, subject to payment of the Exit Premium.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Representations</b>          | The DIP Facility shall contain representations and warranties substantially similar to those set forth in the Prepetition First Lien Credit Facility and others that are customary or appropriate in the context of the proposed DIP Facility (including, without limitation, existence, qualification and power, compliance with laws, authorization, governmental authorizations, binding effect, delivery of financial statements and no material adverse effect, subsidiaries, litigation, use of proceeds, ownership of property, liens, environmental compliance, taxes, ERISA, margin regulations, disclosure, intellectual property, intellectual property licenses, super-priority obligations, sanctions, anti-corruption laws, PATRIOT ACT and Anti-Terrorism Laws, Budget, employee matters and no defaults and excluding any representations and warranties that cannot be made as a result of the commencement of the Chapter 11 Cases or the events and circumstances giving rise thereto) and customary representations with respect to the Budget, the Chapter 11 Cases and the DIP Orders, in each case, subject to customary thresholds, qualifications and carve-outs to be mutually agreed.           |

**Affirmative  
Covenants**

The DIP Facility shall contain affirmative covenants substantially similar to those set forth in the Prepetition First Lien Credit Facility and others customary or appropriate in the context of the proposed DIP Facility, including, without limitation:

(i) delivery of financial statements and reports on a monthly basis (which statements shall not be required to be compliant with GAAP), the Budgets and the Variance Reports, 13-week cash flow projections delivered on a weekly basis, closing certificates, KPI reports on a monthly basis (in form consistent with current KPI reporting), upon request and subject to mutually convenient times (a) bi-weekly calls with legal and financial advisors and relevant members of management and (b) monthly calls with legal and financial advisors, relevant members of management and the Lenders, and other information reasonably requested by Agents or Lenders, including updates with respect to litigation and government investigation matters,

(ii) certain documents filed by the Borrower or any other Guarantor with the Bankruptcy Court in the Chapter 11 Cases, (iii) notices, (iv) payment of taxes, (v) preservation of existence, (vi) maintenance of properties, (vii) maintenance of insurance, (viii) compliance with laws and contractual obligations, (ix) books and records, (x) inspection rights and lender meetings, (xi) use of proceeds, (xii) covenant to guarantee obligations and give security, (xiii) compliance with environmental laws, (xiv) further assurances, (xv) maintenance of rating, (xvi) no litigation, (xvii) post-closing obligations, (xviii) sanctions and anti-corruption, (xix) PATRIOT Act and Anti-Terrorism Laws, (xx) cash management and

(xxi) compliance in all material respects with the orders of the Bankruptcy Court.

**Negative  
Covenants**

The DIP Facility shall contain negative covenants substantially similar to those set forth in the Prepetition First Lien Credit Facility and others customary or appropriate in the context of the proposed DIP Facility, including, without limitation, regarding: (i) liens, (ii) investments, (iii) indebtedness, (iv) fundamental changes, (v) dispositions, (vi) restricted payments, (vii) changes in nature of business, (viii) transactions with affiliates, (ix) burdensome agreements, (x) minimum liquidity, (xi) accounting changes, (xii) holding company, (xiii) certain covenants related to the Chapter 11 Orders, (xiv) prepayments etc. of junior indebtedness and (xv) amendment, modification or waiver of conditions or provisions contained in the Prepetition First Lien Facilities.

In addition, the Debtors shall comply with each of the following Milestones set forth in the RSA (the “*Milestones*”).

**Financial  
Covenants**

Financial covenants shall be:

(i) commencing with the first full week after the Interim DIP Order Entry Date, compliance with the Approved Budget shall be tested on a bi-weekly basis based on the operating receipts (actual vs. budget) and operating disbursements (actual vs. budget) for the period commencing on the Saturday prior to the Petition Date and ending on the immediately preceding Friday (each such date, a “Testing

Date”). For the avoidance of doubt, assuming a Petition Date of July 22, 2024, the initial testing period shall be for the week ending July 12, 2024, through the week ending August 2, 2024 and the testing shall be provided on or before August 9, 2024. The Debtors shall not permit (a) the cumulative operating receipts during the period commencing on the Saturday prior to the date that is four weeks prior to such Testing Date and ending on such Testing Date (the “Budget Testing Period”) to be less than 80% of the projected operating receipts for such period and (b) the cumulative operating disbursements during the Budget Testing Period to be more than 115% of the projected disbursements for such period (the “Permitted Variance”); provided that, solely for purposes of the budgeted operating receipts test and the budgeted operating disbursements test for the first Budget Testing Period, the initial two weeks of aggregate operating receipts and aggregate operating disbursements, respectively, in the Budget shall be deemed to refer to the actual operating receipts or actual operating disbursements (as applicable) for the initial two weeks of such Budget Testing Period. For the avoidance of doubt, Intercompany cash in transit shall be excluded from the operating receipts and operating disbursements testing; and

(ii) commencing with the first full week after the Interim DIP Order Entry Date, the Borrower will not permit, as of the week ended the preceding Friday and on a bi-weekly basis thereafter, minimum liquidity to be less than \$15,000,000.

**Conditions to All Borrowings**

The obligation of each of the Lenders to make the DIP Loans shall be subject to the satisfaction (or waiver by Required DIP Lenders) of the conditions precedent to be set forth in the loan documentation incorporating the terms and conditions outlined in this DIP Term Sheet (the “***DIP Loan Documents***”) and limited to those the conditions precedent usual and customary for facilities of this type.

**Carve-Out**

See paragraph 4 of the DIP Order.

**Events of Default**

The DIP Facility shall contain events of default customary or appropriate in the context of the proposed DIP Facility (the “***Events of Default***”), subject to certain cure periods and thresholds, including, without limitation: (i) the filing by any party of a plan of reorganization that does not either (a) propose to repay all obligations under the DIP Facility in full, immediately upon its effectiveness or (b) have the consent of each affected Lender, in each case, which is not withdrawn, dismissed or denied within five business days after such filing; (ii) the entry of an order approving any disclosure statement in support of a plan of reorganization that does not either (a) propose to repay all obligations under the DIP Facility in full, immediately upon its effectiveness or (b) have the consent of each affected Lender; (iii) the violation of any term, provision or condition in the Interim DIP Order or Final DIP Order (other than a violation by any of the Lenders); (iv) any adverse deviation of more than the Permitted Variance from the amount set forth under the Budget for any Budget Period; (v) appointment of a trustee or examiner; (vi) dismissal of the Chapter 11 Cases; (vii) invalidation or impairment of liens or security interests of the Agents; and (viii) the failure to comply with the Affirmative or Negative Covenants (including the Milestones).

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Required Lenders</b> | <b>DIP</b> “ <b>Required DIP Lenders</b> ” shall mean the Lenders holding more than 50% of the outstanding DIP Loans and DIP Commitments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Remedies</b>         | As set forth in the DIP Orders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Release</b>          | The Loan Parties will provide customary releases for any claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness or obligations related to or arising out of the DIP Loans and the Prepetition First Lien Facility (the “ <b>Release</b> ”).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Indemnity</b>        | The Loan Parties shall, jointly and severally, be obligated to indemnify and hold harmless the Agents, each of the Lenders, and each of their respective affiliates, officers, directors, fiduciaries, employees, agents, advisors, attorneys and representatives from and against all losses, claims, liabilities, damages, and expenses (limited in the case of professional fees to the reasonable and documented out-of-pocket fees and disbursements of counsel) in connection with any investigation, litigation or proceeding, or the preparation of any defense with respect thereto, arising out of or relating to the DIP Facility or the transactions contemplated in this Term Sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Expenses</b>         | The Borrower shall pay promptly following written demand (i) all reasonable and documented out-of-pocket expenses of the Agents and the First Lien Ad Hoc Group associated with the preparation, execution, delivery and administration of the DIP Loan Documents and any amendment or waiver with respect thereto (limited in the case of professional fees to the reasonable and documented out-of-pocket expenses of and fees payable to Houlihan Lokey and Milbank LLP and other Designated Advisors (as defined in the DIP Loan Documents) and conflicts counsel where applicable)) and (ii) all reasonable and documented out-of-pocket expenses of the Agents and the First Lien Ad Hoc Group (limited in the case of professional fees to one primary legal counsel and one counsel in each relevant jurisdiction to the Agents and the reasonable and documented out-of-pocket expenses of and fees payable to Houlihan Lokey and Milbank LLP and other Designated Advisors (as defined in the DIP Loan Documents) and conflicts counsel where applicable)) in connection with the enforcement of the DIP Loan Documents or protection of rights thereunder. |
| <b>Governing Law</b>    | <p>The DIP Loan Documents will provide that the Loan Parties will submit to the non-exclusive jurisdiction and venue of the Bankruptcy Court, or in the event that the Bankruptcy Court does not have or does not exercise jurisdiction, then in any state or federal court of competent jurisdiction in the State of New York; and shall waive any right to trial by jury.</p> <p>New York law shall govern the DIP Loan Documents except to the extent preempted by federal bankruptcy laws.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**Annex I****Interest, Premium and Fees**

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest Rates:        | <p>All amounts outstanding under the DIP Facility will bear interest, at the Debtor's option, as follows:</p> <p>(i) at the Adjusted Term SOFR Rate (which in no event shall be less than 1.00%) plus 6.00% per annum; or</p> <p>(ii) at the Base Rate (which in no event shall be less than 2.00%) plus 5.00% per annum.</p> <p>As used herein, the terms "Adjusted Term SOFR Rate" and "Base Rate" and will have the meanings substantially similar to those set forth in the Prepetition First Lien Credit Facility.</p>                                                                                                                                                                                                                                                                        |
| Interest Payment Date: | <p>One-month interest periods; provided that the Rollup Loans shall bear interest as of the date in which a portion of the New Money Loans are funded following entry of the Interim DIP Order regardless of whether such Rollup Loans are issued after such date.</p> <p>In the case of Base Rate Loans, monthly (on the first business day of each calendar month) and on the date such Base Rate Loan shall be converted or paid in full in cash.</p> <p>In the case of Term SOFR Rate Loans, on the last day of each relevant interest period (and, in case of any interest period that is longer than one month, each date that falls on the one-month anniversary of the beginning of such interest period) and on the date such Term SOFR Rate Loan shall be converted or paid in full.</p> |
| Default Interest:      | <p>During the continuance of an Event of Default, the loans and all other outstanding obligations will bear interest at an additional 2.00% per annum above the interest rate otherwise applicable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Exit Premium:          | <p>3.0% of the principal amount of the DIP Loans prepaid or Commitments reduced, as applicable, payable upon any reduction of the Commitments or repayment of loans, other than in the event of a mandatory prepayment arising from Extraordinary Receipts or the conversion of Tranche A Loans to take-back indebtedness and equitization of Tranche B Loans, in each case, at emergence in accordance with the Plan.</p>                                                                                                                                                                                                                                                                                                                                                                         |
| Agency Fees            | <p>As agreed with the Agents.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Nature of Fees:        | <p>Non-refundable under all circumstances.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**Annex II**

**Form of Interim DIP Order**

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

|                                                                                                                                  |                                                                |                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>In re:</b></p> <p><b>MOBILEUM, INC., <i>et al.</i>,</b></p> <p style="text-align: center;"><b>Debtors.<sup>1</sup></b></p> | <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> | <p><b>Chapter 11</b></p> <p><b>Case No. 24-[●] ([●])</b></p> <p><b>(Jointly Administered)</b></p> <p><b>(Emergency Hearing Requested)</b></p> |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|

**INTERIM ORDER (I) AUTHORIZING  
THE DEBTORS TO (A) OBTAIN POSTPETITION  
FINANCING, (B) USE CASH COLLATERAL, AND (C) GRANT  
LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE  
CLAIMS, (II) GRANTING ADEQUATE PROTECTION TO CERTAIN  
PREPETITION SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY,  
(IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF**

---

Upon the motion (the “**DIP Motion**”)<sup>2</sup> of Mobileum, Inc. and each of its above-captioned affiliates (collectively, the “**Debtors**”), pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c), and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), and the Procedures for Complex Chapter 11 Bankruptcy Cases (the “**Complex Case Rules**” and, together

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Mobileum, Inc. (7417); Matrix Intermediate, Inc. (7287); Matrix Holdco, LLC (0039); Matrix Parent, Inc. (9085); Mobile Acquisition Corp. (9591); SIGOS LLC (1763); UnwiredSoft Inc. (2064); We Do Technologies Americas, Inc. (9338); Convene Networks LLC (2820); Developing Solutions Inc. (6177); and Phase 3 Innovations Holdings, Inc. (1899). The Debtors’ mailing address is 20813 Stevens Creek Boulevard, Suite 200, Cupertino, CA 95014.

<sup>2</sup> Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Motion or DIP Credit Agreement (as defined herein).

with the Local Rules, the “**Bankruptcy Local Rules**”), seeking entry of this interim order (this “**Interim Order**”) and the Final Order (as defined herein and, together with this Interim Order, the “**DIP Orders**”) among other things:

- authorizing the Borrower to obtain postpetition financing (“**DIP Financing**”) under a senior secured, superpriority, priming debtor-in-possession facility (the “**DIP Facility**”) subject to the terms and conditions set forth in this Interim Order and pursuant to that certain Debtor-in-Possession Credit Agreement attached hereto in substantially final form as **Exhibit 1** (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**DIP Credit Agreement**”) by and among Matrix Intermediate, Inc., a Delaware corporation, Matrix Holdco LLC, a Delaware limited liability company, the Borrower, the DIP Guarantors (as defined below), the financial institutions or other entities from time to time party thereto as “**Lenders**” (the “**DIP Lenders**”), and Acquiom Agency Services (“**Acquiom**”) and Seaport Loan Products LLC (“**Seaport**”), as co-administrative agents for the Lenders (in such capacities, each a “**Co-Administrative Agent**” and together, the “**Administrative Agent**”), and Acquiom, as collateral agent (in such capacity, the “**Collateral Agent**” and, together with the Administrative Agent, together with its successors and permitted assigns, the “**DIP Agent**” and, together with the DIP Lenders, the “**DIP Secured Parties**”), consisting of (i) new money term loans (the “**New Money DIP Term Loans**”) in an aggregate principal amount of \$60 million, of which \$40 million will be available immediately upon entry of this Interim Order and the remainder will be available upon entry of the Final Order (subject to certain conditions), (ii) \$100 million of DIP Roll-Up Loans (as defined below), which will be deemed rolled up and converted into DIP Obligations (as defined below) upon entry of the Interim Order (as defined below) in accordance with paragraph 2(b) hereof and subject to paragraph 2(c) hereof (the “**DIP Roll-Up Loans**”), and (iii) the Backstop Premium, which will be paid in Tranche B Loans and which loans will be deemed made upon entry of the Interim Order (the loans to be made available under the foregoing clauses (i), (ii), and (iii), the “**DIP Loans**” and the commitments therefor, the “**DIP Commitments**”);
- authorizing the Borrower to incur, and the Guarantors (as defined in the DIP Credit Agreement) to jointly and severally guarantee (such Debtors, in this capacity, the “**DIP Guarantors**” and, together with the Borrower, the “**DIP Loan Parties**”) the DIP Loans and all extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, commitment fees or premiums and administrative agency fees), costs, expenses and other liabilities and obligations (including indemnities and similar obligations, whether contingent or absolute) due or payable pursuant to the DIP Documents (as defined below) (collectively, the “**DIP Obligations**”);
- authorizing the DIP Loan Parties to execute, deliver and perform pursuant to the terms of the DIP Credit Agreement and all other documents and instruments required to be delivered in connection with the DIP Facility (in each case, as amended, restated,

amended and restated, supplemented, waived, or otherwise modified from time to time in accordance with the terms thereof and hereof, together with the DIP Credit Agreement, the “**DIP Documents**”);

- subject to the Carve-Out (as defined below) and otherwise solely to the extent set forth herein, granting to the DIP Agent, for the benefit of the DIP Secured Parties, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code;
- granting to the DIP Agent, for the benefit of the DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code on the DIP Collateral (as defined below), on the terms described herein;
- authorizing the DIP Agent, acting at the direction of the Required Lenders (as defined in the DIP Credit Agreement, the “**Required DIP Lenders**”), to take all commercially reasonable actions required to implement the terms of this Interim Order;
- waiving (a) the Debtors’ right to surcharge the Prepetition Collateral (as defined below) and the DIP Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code and (b) any “equities of the case” exception under section 552(b) of the Bankruptcy Code; *provided, that*, the foregoing waiver shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order;
- waiving the equitable doctrine of “marshaling” and other similar doctrines (a) with respect to the DIP Collateral for the benefit of any party other than the DIP Secured Parties and (b) with respect to the Prepetition Collateral (including the Cash Collateral (as defined below)) for the benefit of any party other than the Prepetition Secured Parties (as defined below); *provided, that*, the foregoing waiver shall be without prejudice to any provisions of the Final Order;
- authorizing the Debtors to use proceeds of the DIP Facility and Cash Collateral solely in accordance with the DIP Orders and the DIP Documents;
- authorizing the Debtors to pay the DIP Obligations as they become due and payable in accordance with the DIP Documents;
- subject to the restrictions set forth in the DIP Documents and the DIP Orders, authorizing the Debtors to use Prepetition Collateral and provide adequate protection to the Prepetition Secured Parties (as defined below) for any diminution in value of their respective interests in the applicable Prepetition Collateral (as defined below) (including Cash Collateral), for any reason provided for in the Bankruptcy Code (collectively, the “**Diminution in Value**”);

- vacating and modifying the automatic stay to the extent necessary to permit the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties to implement and effectuate the terms and provisions of the DIP Orders and the DIP Documents;
- waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order and, upon entry, the Final Order; and
- scheduling a final hearing (the “**Final Hearing**”) to consider final approval of the DIP Facility and use of Cash Collateral on the terms of a proposed order (the “**Final Order**”) to be filed with the Court prior to the Final Hearing.

The Court having considered the interim relief requested in the DIP Motion, the exhibits attached thereto, the *Declaration of Bo Yi in Support of the Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “**Yi Declaration**”), and the *Declaration of Mike Salfity in Support of Debtors’ Chapter 11 Petitions and First Day Relief* (the “**First Day Declaration**”), the available DIP Documents, and the evidence submitted and arguments made at the interim hearing held on July 24, 2024 (the “**Interim Hearing**”); and due and sufficient notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Bankruptcy Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, otherwise is fair and reasonable, in the best interests of the Debtors and their estates, and essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and it appearing that the DIP Loan Parties’ entry into the DIP Documents is a

sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

**BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:<sup>3</sup>**

A. *Petition Date.* On July 23, 2024 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Court**").

B. *Debtors in Possession.* The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. *Jurisdiction and Venue.* This Court has core jurisdiction over these cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order approving the relief sought in the DIP Motion consistent with Article III of the United States Constitution. Venue for these cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. § 1408. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 364(c), 364(d), 364(e), 503, and 507 of the Bankruptcy Code, Bankruptcy Rules

---

<sup>3</sup> The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

2002, 4001, 6003, 6004, and 9014, and Bankruptcy Local Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1.

D. *Committee Formation.* As of the date hereof, the United States Trustee for the Southern District of Texas (the “**U.S. Trustee**”) has not appointed an official committee of unsecured creditors in these cases (a “**Creditors’ Committee**”).

E. *Notice.* The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, adequate and sufficient notice of the DIP Motion and the Interim Hearing has been provided in accordance with the Bankruptcy Code, Bankruptcy Rules, and Bankruptcy Local Rules, and no other or further notice was required under the circumstances. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

F. *Cash Collateral.* As used herein, the term “**Cash Collateral**” shall mean all of the Debtors’ cash, wherever located and held, including cash in deposit accounts, that constitutes or will constitute “cash collateral” of any of the Prepetition Secured Parties or DIP Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors’ Stipulations.* Subject to the provisions and limitations contained in paragraph 17 hereof, the Debtors admit, stipulate and agree that:

(i) *Prepetition First Lien Loans.* Pursuant to that certain First Lien Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Petition Date, the “**Prepetition First Lien Credit Agreement**” and, collectively with the other “Loan Documents” (as defined in the Prepetition First Lien Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated,

supplemented, waived, or otherwise modified prior to the Petition Date, the “**Prepetition First Lien Loan Documents**”) by and among (a) Matrix Holdco, LLC (“**Holdings**”), (b) Matrix Parent, Inc., as parent borrower (the “**Prepetition First Lien Borrower**”), (c) the subsidiary guarantors party thereto (the “**Prepetition First Lien Loan Subsidiary Guarantors**” and, together with Holdings, the “**Prepetition First Lien Loan Guarantors**” and the Prepetition First Lien Loan Guarantors together with the Prepetition First Lien Borrower, the “**Prepetition First Lien Loan Parties**”), (d) Jefferies Finance LLC, as administrative and as collateral agent (the “**Prepetition First Lien Loan Agent**”), and (e) the lenders party thereto from time to time (the “**Prepetition First Lien Lenders**” and, together with the Prepetition First Lien Loan Agent, the “**Prepetition First Lien Loan Secured Parties**”), the Prepetition First Lien Loan Parties incurred “Obligations” (as defined in the Prepetition First Lien Credit Agreement, the “**Prepetition First Lien Loan Obligations**”) owing to the Prepetition First Lien Loan Secured Parties on a joint and several basis;

(ii) *Prepetition First Lien Notes.* Pursuant to that certain Note Purchase Agreement, dated as of March 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Petition Date, the “**Prepetition First Lien Note Purchase Agreement**” and, collectively with the other “Notes Documents” (as defined in the Prepetition First Lien Note Purchase Agreement) and any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the “**Prepetition First Lien Notes Documents**” and, together with the Prepetition First Lien Loan Documents, the “**Prepetition First Lien Documents**”) by and among (a) Holdings, (b) Matrix Parent, Inc., as issuer (the “**Prepetition First Lien Issuer**”), (c) the subsidiary guarantors party thereto (the “**Prepetition First Lien Notes Subsidiary Guarantors**” and, together with Holdings,

the “**Prepetition First Lien Notes Guarantors**”, and the Prepetition First Lien Notes Guarantors together with the Prepetition First Lien Issuer, the “**Prepetition First Lien Notes Parties**”, and the Prepetition First Lien Notes Parties together with the Prepetition First Lien Loan Parties, the “**Prepetition First Lien Credit Parties**”), (d) Wilmington Trust National Association, as notes agent (the “**Prepetition First Lien Notes Agent**” and, together with the Prepetition First Lien Loan Agent, the “**Prepetition First Lien Agents**”), and (e) the holders party thereto from time to time (the “**Prepetition First Lien Noteholders**” and, together with the Prepetition First Lien Notes Agent, the “**Prepetition First Lien Notes Secured Parties**”, and the Prepetition First Lien Notes Secured Parties together with the Prepetition First Lien Loan Secured Parties, the “**Prepetition First Lien Secured Parties**”), the Prepetition First Lien Notes Parties incurred “Obligations” (as defined in the Prepetition First Lien Note Purchase Agreement, the “**Prepetition First Lien Notes Obligations**” and, together with the Prepetition First Lien Loan Obligations, the “**Prepetition First Lien Obligations**”) owing to the Prepetition First Lien Notes Secured Parties on a joint and several basis;

(iii) *Pari Passu Intercreditor Agreement.* Pursuant to (and to the extent set forth in) that certain Pari Passu Intercreditor Agreement, dated as of March 15, 2023 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the “**Prepetition Pari Intercreditor Agreement**”), by and among the Prepetition First Lien Credit Parties and the Prepetition First Lien Agents, the Prepetition First Lien Agents agreed, among other things, to: (a) consent to, or not oppose, certain actions taken, or rights asserted, by the Prepetition First Lien Loan Secured Parties or the Prepetition First Lien Notes Secured Parties, as applicable, and (b) refrain from taking certain actions with respect to the Shared Collateral (as defined in the Prepetition Pari Intercreditor Agreement, the “**Pari Passu Collateral**”);

(iv) *Prepetition Second Lien Loan*. Pursuant to that certain Second Lien Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Petition Date, the “**Prepetition Second Lien Credit Agreement**” and, collectively with the other “Loan Documents” (as defined in the Prepetition Second Lien Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the “**Prepetition Second Lien Loan Documents**”, and the Prepetition Second Lien Loan Documents together with the Prepetition First Lien Documents, the “**Prepetition Loan Documents**”) by and among (a) Holdings, (b) Matrix Parent, Inc., as parent borrower (the “**Prepetition Second Lien Borrower**”), (c) the subsidiary guarantors party thereto (the “**Prepetition Second Lien Loan Subsidiary Guarantors**” and, together with Holdings, the “**Prepetition Second Lien Loan Guarantors**” and the Prepetition Second Lien Loan Guarantors together with the Prepetition Second Lien Borrower, the “**Prepetition Second Lien Loan Parties**”, and the Prepetition Second Lien Loan Parties together with the Prepetition First Lien Credit Parties, the “**Prepetition Loan Parties**”), (d) Jefferies Finance LLC, as administrative and collateral agent (the “**Prepetition Second Lien Agent**” and, together with the Prepetition First Lien Agents, the “**Prepetition Agents**”), and (e) the lenders party thereto from time to time (the “**Prepetition Second Lien Lenders**”, together with the Prepetition First Lien Lenders and Prepetition First Lien Noteholders, the “**Prepetition Lenders**”, and, the Prepetition Second Lien Lenders together with the Prepetition Second Lien Agent, the “**Prepetition Second Lien Secured Parties**”, and the Prepetition Second Lien Secured Parties together with the Prepetition First Lien Secured Parties, the “**Prepetition Secured Parties**”), the Prepetition Second Lien Loan Parties incurred “Obligations” (as defined

in the Prepetition Second Lien Credit Agreement, the “**Prepetition Second Lien Obligations**” and, together with the Prepetition First Lien Obligations, the “**Prepetition Secured Obligations**”) owing to the Prepetition Second Lien Secured Parties on a joint and several basis;

(v) *1L/2L Intercreditor Agreement.* Pursuant to (and to the extent set forth in) that certain Intercreditor Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the “**Prepetition 1L/2L Intercreditor Agreement**”), by and among the Prepetition Loan Parties and the Prepetition Agents, the parties thereto agreed, among other things, to: (a) consent to, or not oppose, certain actions taken, or rights asserted, by the Prepetition First Lien Secured Parties or Prepetition Second Lien Secured Parties, as applicable, and (b) refrain from taking certain actions with respect to the Collateral (as defined therein);

(vi) *Prepetition First Lien Loan Obligations.* As of the Petition Date, the Prepetition First Lien Loan Parties were justly and lawfully indebted and liable to the Prepetition First Lien Loan Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, for Loans (as defined in the Prepetition First Lien Credit Agreement) in the aggregate principal amount of not less than \$433 million, plus accrued and unpaid interest thereon and any fees, expenses and disbursements (including attorneys’ fees, accountants’ fees, appraisers’ fees, auditors’ fees, and financial advisors’ fees), costs, charges, indemnities, and other Prepetition First Lien Loan Obligations incurred under the Prepetition First Lien Loan Documents;

(vii) *Prepetition First Lien Notes Obligations.* As of the Petition Date, the Prepetition First Lien Notes Parties were justly and lawfully indebted and liable to the Prepetition First Lien Notes Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, for Notes (as defined in the Prepetition First Lien Note Purchase Agreement)

in the aggregate principal amount of not less than \$32 million, plus accrued and unpaid interest thereon and any fees, expenses and disbursements (including attorneys' fees, accountants' fees, appraisers' fees, auditors' fees, and financial advisors' fees), costs, charges, indemnities, and other Prepetition First Lien Notes Obligations incurred under the Prepetition First Lien Notes Documents;

(viii) *Prepetition Second Lien Obligations.* As of the Petition Date, the Prepetition Second Lien Loan Parties were justly and lawfully indebted and liable to the Prepetition Second Lien Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, for Loans (as defined in the Prepetition Second Lien Credit Agreement) in the aggregate principal amount of not less than \$163 million, plus accrued and unpaid interest thereon and any fees, expenses and disbursements (including any attorneys' fees, accountants' fees, appraisers' fees, auditors' fees, and financial advisors' fees), costs, charges, indemnities, and other Prepetition Second Lien Obligations incurred under the Prepetition Second Lien Loan Documents;

(ix) *Validity of Prepetition Secured Obligations.* The Prepetition Secured Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Loan Parties, as applicable, enforceable in accordance with the respective terms of the relevant documents, and no portion of the Prepetition Secured Obligations or any payment made to the Prepetition Secured Parties or applied to or paid on account of the Prepetition Secured Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim (as such term is defined in the Bankruptcy Code), cause of action (including any avoidance actions under chapter

5 of the Bankruptcy Code), chooses in action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law;

(x) *Validity, Perfection and Priority of Prepetition First Liens.* As of the Petition Date, pursuant to the Prepetition First Lien Documents, the Prepetition First Lien Credit Parties granted to the Prepetition First Lien Agents, for the benefit of the Prepetition First Lien Secured Parties, a first priority security interest in and continuing lien on (the “**Prepetition First Liens**”) substantially all of their respective assets and property, including a valid, binding, properly perfected, enforceable, non-avoidable first priority security interest in and continuing lien on the Collateral (as defined in the Prepetition First Lien Documents), which, for the avoidance of doubt, includes Cash Collateral, and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “**Prepetition First Lien Collateral**” but, for the avoidance of doubt, not including any Excluded Property (as defined in the Prepetition First Lien Documents)), junior, subject and subordinate only to the senior liens permitted by the Prepetition First Lien Documents, solely to the extent such permitted liens are (a) valid, perfected, and non-avoidable on the Petition Date or (b) valid and non-avoidable liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code (the “**Prepetition First Lien Permitted Senior Liens**”); *provided, that*, with respect to the Pari Passu Collateral, the Prepetition First Liens of the Prepetition First Lien Loan Agent are *pari passu* with the Prepetition First Liens of the Prepetition First Lien Notes Agent as and to the extent set forth in the Prepetition Pari Intercreditor Agreement.

(xi) *Validity, Perfection and Priority of Prepetition Second Liens.* As of the Petition Date, pursuant to the Prepetition Second Lien Loan Documents, the Prepetition Second

Lien Loan Parties granted to the Prepetition Second Lien Agent, for the benefit of the Prepetition Second Lien Secured Parties, a second priority security interest in and continuing lien on (the “**Prepetition Second Liens**” and, together with the Prepetition First Liens, the “**Prepetition Liens**”) substantially all of their respective assets and property, including a valid, binding, properly perfected, enforceable, non-avoidable second priority security interest in and continuing lien on the Collateral (as defined in the Prepetition Second Lien Loan Documents), which, for the avoidance of doubt, includes Cash Collateral, and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “**Prepetition Second Lien Collateral**” but, for the avoidance of doubt, not including any Excluded Property (as defined in the Prepetition Second Lien Loan Documents) and, the Prepetition Second Lien Collateral together with the Prepetition First Lien Collateral, the “**Prepetition Collateral**”), junior, subject and subordinate only to (i) the Prepetition First Liens and (ii) the senior liens permitted by the Prepetition Second Lien Loan Documents, solely to the extent such permitted liens are (a) valid, perfected, and non-avoidable on the Petition Date or (b) valid and non-avoidable liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code (the “**Prepetition Second Lien Permitted Senior Liens**” and, together with the Prepetition First Lien Permitted Senior Liens, the “**Prepetition Permitted Senior Liens**”);<sup>4</sup>

(xii) *Waiver of Challenge.* None of the Prepetition Liens are subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, subordination, recharacterization, avoidance or other cause of action (including any avoidance actions under

---

<sup>4</sup> For the avoidance of doubt, no reference to the “Prepetition Permitted Senior Liens” shall refer to or include the Prepetition Liens.

chapter 5 of the Bankruptcy Code), choses in action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law;

(xiii) *No Control.* None of the Prepetition Secured Parties control (or have in the past controlled) any of the Debtors or their respective properties or operations, have authority to determine the manner in which any Debtor's operations are conducted or are control persons or insiders of any Debtor by virtue of any actions taken with respect to, in connection with, related to or arising from any Prepetition Loan Documents;

(xiv) *No Claims or Causes of Action.* No claims or causes of action held by the Debtors or their estates exist against, or with respect to, the Prepetition Secured Parties and each of their respective Representatives (as defined below), in each case, in their capacity as such, under or relating to any agreements by and among the Debtors and any Prepetition Secured Party that is in existence as of the Petition Date; and

(xv) *Release.* Subject to the provisions of paragraph 17 hereof (including, without limitation, the Challenge Period, as defined herein) each of the Debtors and each of their estates, on its own behalf and on behalf of its and their respective predecessors, successors, heirs, and past, present and future subsidiaries and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Prepetition Secured Parties (upon entry of the Final Order), the DIP Secured Parties, and each of their respective Representatives (solely in such capacity and, as it relates to Representatives of the Prepetition Secured Parties, upon entry of the Final Order) (collectively, the “**Released Parties**”), from any and all liability to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action of any kind, nature and description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen

or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, in contract or tort, in each case arising out of or related to the Prepetition Loan Documents (upon entry of the Final Order), the DIP Facility, the DIP Documents, the DIP Roll-Up Loans, the negotiation thereof and the transactions and agreements reflected thereby, that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter may have against any of the Released Parties for or by reason of any act, omission, matter, or cause arising at any time on or prior to the date of this Interim Order; *provided, that*, the release set forth in this section shall not release (i) any claims against or liabilities of a Released Party that a court of competent jurisdiction determines has resulted from such Released Party's bad faith, fraud, gross negligence, or willful misconduct or (ii) any DIP Lenders from honoring its obligations to the Debtors under the DIP Documents.

H. *Findings Regarding DIP Financing and Use of Cash Collateral.*

(i) Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the DIP Loan Parties to obtain financing pursuant to the DIP Documents.

(ii) The Debtors have demonstrated an immediate and critical need to obtain the DIP Financing and to use Prepetition Collateral (including Cash Collateral) in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to satisfy other working capital and operational needs, to fund administrative expenses of these chapter 11 cases, and to fund the Debtors' restructuring efforts. Access to sufficient working capital and liquidity under the DIP Documents and other financial accommodations provided under the DIP Documents, as well as through the use of Cash Collateral and other Prepetition Collateral, is

necessary for the avoidance of immediate and irreparable harm to the Debtors' estates and for maintenance of the value of the assets of the Debtors' estates to maximize the recovery to all creditors of the estates.

(iii) The Debtors are unable to obtain adequate credit on an unsecured basis allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense or secured financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents. The Debtors are also unable to obtain secured credit without granting to the DIP Secured Parties the DIP Liens and the DIP Superpriority Claims (each as defined below) and incurring the Adequate Protection Obligations (as defined herein) on the terms and subject to the conditions set forth in this Interim Order and in the DIP Documents.

(iv) The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated by the Prepetition Collateral and acquire equipment, inventory and other personal property, all of which constitutes Prepetition Collateral and the Prepetition Secured Parties' Cash Collateral under section 363(a) of the Bankruptcy Code. The Debtors desire and need to use the Prepetition Secured Parties' Cash Collateral for general corporate purposes.

(v) Based on the DIP Motion, the First Day Declaration, the Yi Declaration and the record and argument presented to the Court at the Interim Hearing, the terms of the DIP Financing, the terms of the adequate protection granted to the Prepetition Secured Parties as provided in paragraphs 12–14 of this Interim Order (collectively, the “**Adequate Protection**”), and the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral) pursuant to this Interim Order and the DIP Documents are consistent with the Bankruptcy Code, including section 506(b) thereof, are fair and reasonable, and reflect the DIP

Loan Parties' exercise of prudent business judgment consistent with their fiduciary duties under the circumstances.

(vi) This Interim Order, the DIP Financing, the Adequate Protection, and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the Debtors, the DIP Loan Parties, the DIP Secured Parties, the Prepetition Loan Parties, and the Prepetition Secured Parties (each of whom acted in good faith in negotiating such documents), and all of the loans and other financial accommodations extended by the DIP Secured Parties to the DIP Loan Parties under, in respect of, or in connection with, the DIP Financing and the DIP Documents (including the granting of the Adequate Protection Liens (as defined below) and other adequate protections provided herein), shall be deemed to have been extended by the DIP Secured Parties in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and their respective successors and assigns) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(vii) The Prepetition Secured Parties and the DIP Secured Parties have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of this Interim Order, the DIP Facilities and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Facilities or the use of Cash Collateral, the DIP Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limiting any other right to indemnification, the Prepetition

Secured Parties and the DIP Secured Parties shall be and hereby are indemnified (as applicable) as provided in the Prepetition Loan Documents and the DIP Documents, as applicable, including, without limitation, Section 10.05 of the DIP Credit Agreement.

(viii) The Prepetition Secured Parties are entitled to the Adequate Protection as and to the extent set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. Based on the DIP Motion and on the record presented to the Court, the terms of the proposed Adequate Protection are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of Prepetition Collateral, including Cash Collateral.

(ix) To the extent their consent is required, the requisite Prepetition Secured Parties have consented or are deemed to have consented to the entry of this Interim Order, the use of Prepetition Collateral, including Cash Collateral, the incurrence of the DIP Loans as set forth in this Interim Order, the granting of the DIP Liens and DIP Superpriority Claims as set forth in this Interim Order, and the priming of the Prepetition Liens on the Prepetition Collateral by the DIP Liens, in each case, on the terms set forth in this Interim Order and the DIP Documents; *provided, that*, nothing in this Interim Order or the DIP Documents shall (x) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in this Interim Order and in the context of the DIP Financing authorized by this Interim Order or (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering Prepetition Collateral (whether senior or junior) other than as contemplated by this Interim Order.

(x) The Debtors have prepared and delivered to the DIP Secured Parties an initial budget (the "**Initial Budget**"), attached hereto as **Schedule 1**. The Initial Budget reflects,

among other things, the Debtors' anticipated operating receipts, operating disbursements, non-operating disbursements, net operating cash flow, and liquidity for each calendar week covered thereby. The Initial Budget may be modified, amended, extended, and updated from time to time in accordance with the DIP Credit Agreement. Each subsequent budget, once approved by the Required DIP Lenders in accordance with the DIP Credit Agreement, shall modify, replace, supplement or supersede, as applicable, the Initial Budget for the periods covered thereby (the Initial Budget and each subsequent approved budget, an "**Approved Budget**").

(xi) Each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to the proceeds, product, offspring, or profits of any of the Prepetition Collateral; *provided, that*, the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after the entry of the Final Order.

I. *Immediate Entry.* Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and Bankruptcy Local Rule 4001-1(b). Absent the relief granted in this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Financing and continued use of Prepetition Collateral (including Cash Collateral), in accordance with this Interim Order and the DIP Documents, are therefore in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. The DIP Motion and this Interim Order comply with the requirements of Bankruptcy Local Rule 4001-1(b).

J. *Prepetition Permitted Senior Liens; Continuation of Prepetition Liens.* Nothing herein constitutes a finding or ruling by this Court that any alleged Prepetition Permitted Senior

Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to, the Debtors, the DIP Secured Parties, or the other Prepetition Secured Parties, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition Permitted Senior Lien. For the avoidance of doubt, the right of a seller of goods to reclaim goods under section 546(c) of the Bankruptcy Code does not constitute a Prepetition Permitted Senior Lien, and such right is expressly subject to the DIP Liens (as defined herein) and Prepetition Liens. The Prepetition Liens and the DIP Liens are continuing liens and the DIP Collateral is and will continue to be encumbered by such liens.

K. *Intercreditor Agreements.* Pursuant to section 510 of the Bankruptcy Code, the Prepetition Pari Intercreditor Agreement and the Prepetition 1L/2L Intercreditor Agreement and any other applicable intercreditor or subordination provisions contained in any of the other Prepetition Loan Documents (collectively, the “**Intercreditor Agreements**”) shall (i) remain in full force and effect, (ii) continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including the relative priorities, rights and remedies of such parties with respect to replacement liens, administrative expense claims and superpriority administrative expense claims or amounts payable in respect thereof), and (iii) not be deemed to be amended, altered or modified by the terms of this Interim Order or the DIP Documents, unless expressly set forth herein or therein.

L. *DIP Roll-Up Loans.* Upon entry of the Interim Order or on such later date (the “**Issuance Date**”) as agreed in writing by the Backstop Commitment Parties (as defined in that certain *Superpriority Senior Secured Debtor-In-Possession Term Loan Credit Facility Backstop Commitment Letter*, by and among the Debtors (except Intermediate) and the Backstop

Commitment Parties signatory thereto (the “**Backstop Commitment Letter**”)), but subject to the provisions of paragraphs 2 and 17 of this Interim Order, \$100 million in the aggregate of the Prepetition First Lien Obligations held by the DIP Lenders (or affiliates thereof) shall be rolled up and converted into an equivalent principal amount of DIP Roll-Up Loans deemed to be made under the DIP Credit Agreement. The Prepetition First Lien Secured Parties that are also DIP Lenders (or affiliates thereof) would not have consented to extend the DIP Financing or other financial accommodations to the Debtors without the inclusion of the DIP Roll-Up Loans in the DIP Obligations. Thus, the roll-up is consideration for, and solely on account of, the agreement of the DIP Lenders to extend the New Money DIP Term Loans.

Based upon the DIP Motion, the foregoing findings and conclusions, and the overall record before the Court, and after due consideration, and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. *Motion Granted.* The DIP Motion is granted on an interim basis on the terms and conditions set forth in this Interim Order. All objections to the Interim Order to the extent not withdrawn, waived, settled, or resolved are hereby overruled on the merits.

2. *Authorization of the DIP Financing and the DIP Documents.*

(a) The DIP Loan Parties are hereby authorized to execute, deliver, enter into and perform all of their obligations under the DIP Documents and this Interim Order and perform such other acts as may be necessary, appropriate or desirable in connection therewith. The Borrower is hereby authorized to borrow up to \$40 million (upon entry of this Interim Order) and \$20 million (upon entry of the Final Order) of New Money DIP Term Loans and, subject to paragraph 2(c) of this Interim Order, convert Prepetition First Lien Obligations in an amount equal to the Roll-Up Amount into the DIP Roll-Up Loans pursuant to the DIP Credit Agreement, and

the DIP Guarantors are hereby authorized to guarantee the Borrower's obligations, in each case, on account of the DIP Loans, subject to any limitations set forth in the DIP Documents. The proceeds of the DIP Loans may be used for all purposes permitted under the DIP Documents and this Interim Order, subject to and in accordance with the Approved Budget (subject to the Permitted Variances).

(b) On the Issuance Date, but subject to paragraph 2(c) of this Interim Order, \$100 million (the “**Roll-Up Amount**”) in the aggregate of the Prepetition First Lien Obligations held by the DIP Lenders (or affiliates thereof) shall be deemed rolled up and converted into an equivalent principal amount of DIP Roll-Up Loans deemed to be made under the DIP Credit Agreement, subject to the provisions of paragraph 17 hereof (the “**Roll-Up**”). The Debtors are authorized to take such acts as shall be necessary or desirable to effect the Roll-Up and conversion of the Prepetition First Lien Obligations beneficially owned by the DIP Lenders (or affiliates thereof) in the Roll-Up Amount.

(c) If, prior to the entry of the Final Order, all DIP Obligations other than the Rolled-Down Prepetition Loans (defined below) are repaid in full in cash by the DIP Loan Parties with proceeds from an alternative debtor-in-possession financing facility, then one-third (1/3) of the DIP Roll-Up Loans will no longer be part of the DIP Facility or constitute DIP Obligations pursuant to this Interim Order and shall be deemed to be Prepetition First Lien Obligations *nunc pro tunc* to entry of the Interim Order (the “**Rolled-Down Prepetition Loans**”). The Rolled-Down Prepetition Loans shall be deemed to constitute Prepetition First Lien Obligations held by the holders of the applicable DIP Roll-Up Loans immediately prior to such conversion being reversed for all purposes under the Prepetition First Lien Documents, and the interest rate on the Rolled-Down Prepetition Loans amounts will revert to the interest rate in effect on all amounts that were

not “rolled-up” under the Prepetition First Lien Documents, as though the Roll-Up had never occurred; *provided, that*, upon entry of the Final Order, the provisions of this paragraph 2(c) shall be deemed null and void and shall have no further effect.

(d) In furtherance of the foregoing and without further approval of this Court, each DIP Loan Party is authorized and directed to perform all acts, to make, execute and deliver all instruments, certificates, agreements, charges, deeds and documents, execute or record pledge and security agreements, mortgages, financing statements and other similar documents, if any, and to pay all fees, expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable in connection with the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as acceptable to the DIP Secured Parties, it being understood that no further approval of this Court shall be required for any such amendments, waivers, consents or other modifications or the payment of any fees, including attorneys’, accountants’, appraisers’ and financial advisors’ fees, and other expenses, charges, costs, indemnities and other like obligations in connection therewith, that do not shorten the maturity of the DIP Facility, increase the aggregate DIP Commitments, increase the rate of interest or fees payable thereunder, or release any DIP Liens. Updates, modifications, and supplements to the Approved Budget shall not require any further approval of this Court; and

(iii) the non-refundable payment to any of the DIP Secured Parties of any fees in connection with the DIP Facility, including any amendment fees, premiums, servicing

fees, audit fees, liquidator fees, structuring fees, administrative agent's, collateral agent's or security trustee's fees, upfront fees, closing fees, commitment premiums, exit fees, closing date fees, prepayment fees or agency fees), and any amounts due in respect of any indemnification and expense reimbursement obligations (including, without limitation, but subject to paragraph 16 of this Interim Order, reasonable and documented fees and expenses of professionals retained by, or on behalf of, any of the DIP Secured Parties (limited in the case of professional fees to those of Milbank LLP, Houlihan Lokey, Inc., Porter Hedges LLP, and ArentFox Schiff LLP, and one local legal counsel per other foreign jurisdiction as the Required DIP Lenders determine to be reasonably necessary) in each case, as provided in the DIP Documents (collectively, the "**DIP Fees and Expenses**")), without the need to file retention or fee applications; the payment of the foregoing amounts shall be irrevocable when paid and shall be deemed to have been approved upon entry of this Interim Order, whether any such obligations arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law. Upon entry of this Interim Order, the Backstop Premium set forth in the Backstop Commitment Letter (as defined in the DIP Credit Agreement) shall be fully earned, non-refundable, and non-avoidable and shall be payable in accordance with and at the times specified in the DIP Documents.

3. *DIP Obligations.* Upon execution and delivery of the DIP Documents, the DIP Documents shall constitute legal, valid, binding and non-avoidable obligations of the DIP Loan Parties, enforceable against each DIP Loan Party and their estates in accordance with their

respective terms and this Interim Order, and any successors thereto, including any trustee appointed in these chapter 11 cases, or in any case under chapter 7 of the Bankruptcy Code upon conversion of any of these cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “**Successor Cases**”). Upon execution and delivery of the DIP Documents, the DIP Obligations shall include all loans and any other indebtedness or obligations, contingent or absolute, which may from time to time be owing by any of the DIP Loan Parties to any of the DIP Secured Parties, in such capacities, in each case, under the DIP Documents and this Interim Order, including all principal, interest, costs, fees, expenses, premiums, indemnities and other amounts. The DIP Loan Parties shall be jointly and severally liable for the DIP Obligations. Except as permitted hereby, no obligation, payment, transfer, or grant of security hereunder or under the DIP Documents to the DIP Agent and/or the other DIP Secured Parties shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

4. *Carve-Out.*

(a) *Priority of Carve-Out.* Each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Prepetition Permitted Senior Liens, the Prepetition Secured Obligations, the Adequate Protection Obligations, the Adequate Protection Liens, the 507(b)

Claims, and any other liens, claims, or interests that the Prepetition Secured Parties, the DIP Secured Parties, or any of their respective affiliates hold, own or control in relation to the Debtors or their affiliates, shall be subject and subordinate to payment of the Carve-Out (as defined herein). The Carve-Out shall be senior to all claims and liens over all assets of the Debtors, including any DIP Collateral and Prepetition Collateral, as set forth in this Interim Order. For the avoidance of doubt, after delivery of a Termination Notice and the date upon which the DIP Obligations are paid in full, the Carve-Out shall remain in effect as to the Prepetition Secured Obligations and the Adequate Protection Obligations, and the Debtors shall be permitted and required to continue to fund amounts in relation to the Carve-Out in accordance with the terms of this Interim Order.

(b) *Carve-Out.* As used in this Interim Order, “**Carve-Out**” means the sum of: (i) all unpaid fees required to be paid to the clerk of the Court and to the U.S. Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in clause (iv) below); (ii) all unpaid reasonable and documented fees and expenses, in an aggregate amount not to exceed \$50,000, incurred by a trustee under Section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (d) below); (iii) to the extent allowed at any time, whether by interim or final compensation or other order, all accrued and unpaid claims for fees, costs and expenses (including any transaction fees or success fees then earned and payable as of the Carve-Out Trigger Date) incurred by persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (collectively, the “**Debtor Professionals**”) or retained by any official committee (the “**Committee**”) appointed in the Cases pursuant to sections 328 or 1103 of the Bankruptcy Code (such professionals, collectively, the “**Committee Professionals**” and, together with the Debtor Professionals, the “**Professional Persons**,” and such fees, costs, and expenses of Professional Persons other than any such financing

transaction fees with respect to the DIP Facility, the “**Professional Fees**”), at any time on or prior to the first business day after delivery of a Carve-Out Notice (as defined herein), whether allowed before or after delivery of a Carve-Out Notice and without regard to whether such fees, costs, and expenses are provided for in the Initial Budget or Budget or were invoiced after the Carve-Out Trigger Date (as defined herein); (iv) any Professional Fees of the Debtors incurred after the first business day following delivery by of the Carve-Out Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise, in an aggregate amount not to exceed \$3,500,000 (the amount set forth in this clause (iv) being the “**Debtor Post-Carve-Out Cap**”); and (v) any Professional Fees of the Committee incurred after the first business day following delivery by of the Carve-Out Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise, in an aggregate amount not to exceed \$250,000 (the amount set forth in this clause (v) being the “**Committee Post-Carve-Out Cap**” and, together with the Debtor Post-Carve-Out Cap, the “**Post-Carve-Out Caps**”), *provided, that*, nothing herein shall be construed to, impair the ability of any party to object to the allowance of the fees, expenses, reimbursement, or compensation described herein on any grounds. For purposes of the foregoing, “**Carve-Out Notice**” shall mean a written notice stating that the Post-Carve-Out Caps have been invoked to be delivered by email by the DIP Agent to the Debtors, their lead restructuring counsel, Weil, Gotshal & Manges LLP (“**Weil**”), the U.S. Trustee, and lead counsel to the Creditors’ Committee (if any), and each other Prepetition Agent, which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Credit Agreement) under the DIP Facility stating that the Post-Carve-Out Caps have been invoked; *provided, that*, the delivery of a Termination Notice or the exercise of remedies in

accordance with paragraphs 7(e) or 7(f) of this Interim Order shall also constitute delivery of the Carve-Out Notice by the DIP Agent to the Debtors.

(c) *Professional Fees Account.* On the day on which a Carve-Out Notice is received by the Debtors (such date, the “**Carve-Out Trigger Date**”), the Carve-Out Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to transfer to the Professional Fees Account (as defined herein) cash in an amount equal to all obligations benefiting from the Carve-Out. On and after the Carve-Out Trigger Date, the DIP Agent shall deposit into a segregated account of the Debtors not subject to the control of the DIP Agent, any DIP Lender, or any Prepetition Secured Party (the “**Professional Fees Account**”) any cash swept or foreclosed after delivery of the Carve-Out Notice (including cash received as a result of the sale or other disposition of any assets) until the Professional Fees Account has been fully funded in an amount equal to all obligations benefiting from the Carve-Out, including, without limitation, (i) the Professional Fees of the Debtor Professionals at any time before or on the first business day after delivery by the DIP Agent of a Carve-Out Notice to the Debtors (even if such Professional Fees have not yet been allowed) and (ii) the Debtor Post-Carve-Out Cap; *provided, that*, the DIP Secured Parties shall retain a residual security interest on any excess amount held in the Professional Fees Account following the payment in full of all Professional Fees and, following such payment in full, any such excess funds remaining in the Professional Fees Account shall be paid directly to the DIP Agent for the benefit of the DIP Lenders, unless (i) the DIP Obligations have been indefeasibly paid in full, in cash and (ii) any unused Commitments under the DIP Facility terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities as set forth in this Interim Order and the Intercreditor Agreements. Notwithstanding anything to the

contrary herein or in the DIP Documents, following delivery of a Carve-Out Notice, the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Professional Fees Account has been fully funded in an amount equal to all obligations benefiting from the Carve-Out. For the avoidance of doubt, to the extent that Professional Fees of Professional Persons have been incurred by the Debtors at any time before or on the first business day after delivery by the DIP Agent of a Carve-Out Notice but have not yet been allowed, such Professional Fees of the Professional Persons shall constitute Professional Fees benefiting from the Carve-Out upon their allowance, whether by interim or final compensation order and whether before or after delivery of the Carve-Out Notice, and the Debtors shall fund the Professional Fees Account inclusive of the amount of such professional fees and expenses.

(d) Notwithstanding anything to the contrary herein, (i) the failure of the Professional Fees Account to be funded in an amount equal to the full amount of the Professional Fees benefiting from the Carve-Out shall not affect the priority of the Carve-Out and (ii) in no way shall the Carve-Out, Professional Fees Account, or the Interim Budget, the Budget, or any reporting relating thereto (or any good faith estimate of Professional Fees) be construed as a cap or limitation on the amount of the Professional Fees or the statutory fees due and payable by the Debtors or that may be allowed at any time (whether by interim order, final order, or otherwise).

(e) *Payment of Professional Fees Prior to the Carve-Out Trigger Date.* Any payment or reimbursement made prior to the occurrence of the Carve-Out Trigger Date in respect of any Professional Fees shall not reduce the Carve-Out.

(f) *No Direct Obligation to Pay Professional Fees.* None of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or

reimbursement of any fees or disbursements of any Professional Persons incurred in connection with the chapter 11 cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Persons or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(g) *Payment of Carve-Out on or After the Carve-Out Trigger Date.* Any payment or reimbursement made on or after the occurrence of the Carve-Out Trigger Date in respect of any Professional Fees shall permanently reduce the Carve-Out on a dollar-for-dollar basis.

5. *DIP Superpriority Claims.* Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations, including the DIP Roll-Up Loans and the Backstop Premium, shall constitute allowed superpriority administrative expense claims (the “**DIP Superpriority Claims**”) against the DIP Loan Parties on a joint and several basis (without the need to file any proof of claim) with, subject to the Carve-Out, priority over any and all claims against the DIP Loan Parties (but for the avoidance of doubt, subject and subordinate to the Carve-Out), now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The DIP Superpriority Claims shall be payable from, and have recourse to, all prepetition and postpetition property of the DIP

Loan Parties and all proceeds thereof (excluding (x) the Carve-Out and amounts held in the Professional Fees Account) and (y) claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, the “**Avoidance Actions**”) but, subject to the entry of the Final Order, including any proceeds or property recovered as a result of any Avoidance Actions, whether by judgment, settlement or otherwise (the “**Avoidance Proceeds**”), subject to the Carve-Out. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

6. *DIP Liens.* As security for the DIP Obligations, effective and automatically properly perfected on the date this Interim Order is entered, and without the necessity of execution, recordation or filing of any perfection document or instrument, or the possession or control by the DIP Agent of, or over, any Collateral, without any further action by the DIP Secured Parties, the following valid, binding, continuing, fully perfected, enforceable and non-avoidable security interests and liens (the “**DIP Liens**”) are hereby granted to the DIP Agent for the benefit of the DIP Secured Parties (all property identified in clauses (a) and (b) below being collectively referred to as the “**DIP Collateral**,” and, together with the Prepetition Collateral, the “**Collateral**”):

(a) *Liens on Unencumbered Property.* Pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority lien on and security interest in (subject only to the Carve-Out) all tangible and intangible prepetition and postpetition property of the DIP Loan Parties, whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof, that, on or as of the Petition Date, is not subject to (i) a valid, perfected, and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected

subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, other than the Avoidance Actions and the Carve-Out (and amounts held in the Professional Fees Account), but including, upon and subject to entry of the Final Order, the Avoidance Proceeds (collectively, the “**Unencumbered Property**”).

(b) *Liens Priming Certain Prepetition Secured Parties’ Liens.* Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest (subject and subordinate to the Carve-Out) in, and lien upon, all tangible and intangible prepetition and postpetition property of the DIP Loan Parties of the same nature, scope, and type as the Prepetition Collateral, regardless of where located (the “**DIP Priming Liens**”). Notwithstanding anything herein to the contrary, the DIP Priming Liens shall be (A) senior in all respects to the other Prepetition Liens on the Prepetition Collateral, (B) senior to any Adequate Protection Liens on the Prepetition Collateral, and (C) not subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code. The Prepetition Liens with respect to the Prepetition Collateral shall be primed by and made subject and subordinate to the DIP Priming Liens, but the DIP Priming Liens shall be, for the avoidance of doubt, junior to the Carve-Out.

(c) *Liens Junior to Certain Other Liens.* Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all tangible and intangible prepetition and postpetition property of the DIP Loan Parties that, on or as of the Petition Date, is subject to Prepetition Permitted Senior Liens, which shall be immediately junior and subordinate to the Prepetition Permitted Senior Liens, but senior to the

Prepetition Liens and Prepetition Adequate Protections Liens on all Prepetition Collateral subject to such Prepetition Permitted Senior Liens.

(d) *No Senior Liens.* The DIP Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in the DIP Documents or in this Interim Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Loan Parties, or (C) any intercompany liens; or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code; *provided, however*, such DIP Liens shall be subordinate to the Carve-Out in all respects.

7. *Protection of DIP Lenders' and Prepetition Secured Parties' Rights.*

(a) So long as there are DIP Obligations outstanding or the DIP Lenders have outstanding DIP Commitments, the Prepetition Secured Parties shall, subject to the Intercreditor Agreements: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Loan Documents or this Interim Order, or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral, including in connection with the Adequate Protection Liens; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, any DIP Collateral to the extent such transfer, disposition, sale or release is authorized under the DIP Documents; (iii) not file any financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral other than (x)

as may be required by applicable law, to perfect the liens granted pursuant to this Interim Order or (y) as may be required by applicable state or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date; and (iv) deliver or cause to be delivered, at the DIP Loan Parties' cost and expense, any termination statements, releases and/or assignments in favor of the DIP Secured Parties or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any sale or disposition permitted by the DIP Documents and this Interim Order.

(b) To the extent any Prepetition Secured Party has possession of, or control over, any Prepetition Collateral or DIP Collateral, or has been listed as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, such Prepetition Secured Party shall be deemed to have such possession or be so listed or have such possession or control as a gratuitous bailee and/or gratuitous agent for the benefit of the DIP Secured Parties, and such Prepetition Secured Party shall comply with the instructions of the DIP Agent, acting at the direction of the Required DIP Lenders, with respect to any of the foregoing.

(c) Any proceeds of Prepetition Collateral received by any Prepetition Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the Prepetition Collateral or otherwise, shall be segregated and held in trust for the benefit of, and forthwith paid over to, the DIP Agent for the benefit of the DIP Secured Parties in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The DIP Agent is hereby authorized to make any such endorsements as agent for the applicable Prepetition Secured Parties. This authorization is coupled with an interest and is irrevocable.

(d) The DIP Loan Parties shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral, except as otherwise permitted by the DIP Documents or an order of the Court.

(e) Upon the occurrence and during the continuation of an Event of Default that has not been waived by the Required DIP Lenders and following delivery of written notice (a **“Termination Notice”**) (including by e-mail) on not less than five (5) business days’ notice (such five (5) business day period, the **“DIP Agent Remedies Notice Period”**) to the Debtors, Weil, as lead restructuring counsel to the Debtors, lead restructuring counsel to each of the Prepetition Agents, lead counsel to the Creditors’ Committee (if any), and the U.S. Trustee (the **“Remedies Notice Parties”**), the DIP Agent may (and any automatic stay otherwise applicable to the DIP Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Interim Order (including this paragraph) is hereby modified), without further notice to, hearing of, or order from this Court, to the extent necessary to permit the DIP Agent to, unless the Court orders otherwise (*provided, that*, during the DIP Agent Remedies Notice Period, the Debtors, the Creditors’ Committee (if any) and/or any party in interest shall be entitled to seek an emergency hearing with the Court for the purpose of contesting whether, in fact, an Event of Default has occurred and is continuing or to obtain non-consensual use of Cash Collateral, and *provided, further*, that if a request for such hearing is made prior to the end of the DIP Agent Remedies Notice Period, then the DIP Agent Remedies Notice Period shall be continued until the Court hears and rules with respect thereto (the **“Continued DIP Agent Remedies Notice Period”**)): (a) immediately terminate and/or revoke the Debtors’ right under this Interim Order and any other DIP Documents to use any Cash Collateral (subject to the Carve-Out and related provisions), (b) terminate the DIP Facility and any DIP Document as to any

future liability or obligation of the DIP Secured Parties but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; (c) declare all DIP Obligations to be immediately due and payable; and (d) invoke the right to charge interest at the default rate under the DIP Documents. Upon delivery of such Termination Notice by the DIP Agent, without further notice or order of the Court, the DIP Secured Parties' and the Prepetition Secured Parties' consent to use Cash Collateral and the Debtors' ability to incur additional DIP Obligations hereunder will, subject to the expiration of the DIP Agent Remedies Notice Period or the Continued DIP Agent Remedies Notice Period, as applicable, and unless the Court orders otherwise, automatically terminate, and the DIP Secured Parties will have no obligation to provide any DIP Loans or other financial accommodations. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of such Termination Notice on the docket.

(f) Following an Event of Default and the delivery of a Termination Notice, but prior to exercising the remedies set forth in this sentence below or any other remedies (other than those set forth in paragraph 7(e)), the DIP Secured Parties shall be required to file a motion with the Court seeking emergency relief (the "**Stay Relief Motion**") on not less than five (5) business days' written notice to the Remedies Notice Parties (which may run concurrently with the DIP Agent Remedies Notice Period) for a further order of the Court fashioning any appropriate remedy, including modifying the automatic stay in the chapter 11 cases to permit the DIP Secured Parties to, subject to the Carve-Out and related provisions: (a) freeze monies or balances in the Debtors' accounts; (b) immediately set-off any and all amounts in accounts maintained by the Debtors with the DIP Agent or the DIP Secured Parties against the DIP Obligations, (c) enforce any and all rights against the DIP Collateral, including, without limitation, foreclosure on all or any portion of the DIP Collateral, occupying the Debtors' premises, sale or disposition of the DIP

Collateral; and (d) take any other actions or exercise any other rights or remedies permitted under this Interim Order, the DIP Documents, or applicable law. If the DIP Secured Parties are permitted by the Court to take any enforcement action with respect to the DIP Collateral following the hearing on the Stay Relief Motion, the Debtors shall cooperate with the DIP Secured Parties in their efforts to enforce their security interest in the DIP Collateral, and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such DIP Secured Parties from enforcing their security interests in the DIP Collateral. Until such time that the Stay Relief Motion has been adjudicated by the Court, the Debtors may use the proceeds of the DIP Facility to the extent drawn prior to the occurrence of an Event of Default and Cash Collateral to fund the Carve-Out, meet payroll obligations, and pay necessary expenses to avoid immediate and irreparable harm to the Debtors' estates, including funding operations in accordance with the Approved Budget and the terms of the DIP Documents.

(g) Other than as expressly provided in this Interim Order, no rights, protections or remedies of the DIP Secured Parties or the Prepetition Secured Parties granted by this Interim Order or the DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

8. *Limitation on Charging Expenses Against Collateral.* Except to the extent of the Carve-Out and the Professional Fees Account, no costs or expenses of administration of these cases or any Successor Case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceeding under the Bankruptcy Code, shall be charged against

or recovered from the DIP Collateral or Prepetition Collateral (in each case, including Cash Collateral) pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Agent or the Prepetition First Lien Loan Agent, as applicable, and no consent shall be implied from any action, inaction or acquiescence by any of the DIP Secured Parties or Prepetition Secured Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the DIP Secured Parties or Prepetition Secured Parties to any charge, lien, assessment or claims against the Collateral under section 506(c) of the Bankruptcy Code or otherwise, unless expressly permitted under this Interim Order; *provided, that*, the foregoing waiver shall be without prejudice to any provisions of the Final Order with respect to costs or expenses incurred following the entry of the Final Order.

9. *No Marshaling.* In no event shall the DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Secured Obligations, or the Prepetition Collateral, as applicable; *provided, that*, the foregoing waiver shall be without prejudice to any provisions of the Final Order. Further, in no event shall the “equities of the case” exception in section 552(b) of the Bankruptcy Code apply to the Prepetition Secured Parties; *provided, that*, the foregoing waiver shall be without prejudice to any provisions of the Final Order.

10. *Payments Free and Clear.* Any and all payments or proceeds remitted to the DIP Secured Parties or Prepetition Secured Parties pursuant to the provisions of this Interim Order, the DIP Documents or any subsequent order of the Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy

Code, whether asserted or assessed by through or on behalf of the Debtors; *provided, that*, the foregoing waiver shall be without prejudice to any provisions of the Final Order.

11. *Use of Cash Collateral.* The Debtors are hereby authorized, solely on the terms and conditions of this Interim Order, to use all Cash Collateral in accordance with the DIP Documents and Approved Budget (subject to Permitted Variances).

12. *Adequate Protection of Prepetition Secured Parties.* Pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, as adequate protection of their respective interests in the Prepetition Collateral (including Cash Collateral) for the aggregate Diminution in Value and as an inducement to the Prepetition Secured Parties to consent to the priming of the Prepetition Liens and the use of their Cash Collateral, the Prepetition Secured Parties are granted the following Adequate Protection (collectively, the “**Adequate Protection Obligations**”):

(a) *First Lien Adequate Protection.*

(i) *First Lien Adequate Protection Liens.* The Prepetition First Lien Agents are hereby granted, for the benefit of the applicable Prepetition First Lien Secured Parties, effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements, a valid, perfected replacement security interest in and lien on account of the Prepetition First Lien Secured Parties’ Diminution in Value upon all of the DIP Collateral (the “**First Lien Adequate Protection Liens**”), senior to all other liens, but (i) in the case of the Prepetition Collateral, junior, subject, and subordinate only to, in the following order, (A) the Carve-Out and the Professional Fees Account, (B) the Prepetition Permitted Senior Liens, and (C) the DIP Liens, and (ii) in the case of all other DIP Collateral, junior, subject, and subordinate only

to, in the following order, (A) the Carve-Out and the Professional Fees Account and (B) the DIP Liens.

(ii) *Prepetition First Lien Secured Parties' Section 507(b) Claim.* The Prepetition First Lien Agents, for the benefit of the applicable Prepetition First Lien Secured Parties, are hereby granted an allowed superpriority administrative expense claim against the DIP Loan Parties on a joint and several basis (without the need to file any proof of claim) on account of the Prepetition First Lien Secured Parties' Diminution in Value under section 507(b) of the Bankruptcy Code (the "**First Lien 507(b) Claim**") which First Lien 507(b) Claim shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (subject to the Carve-Out and Professional Fees Account and excluding Avoidance Actions but including, without limitation, subject to entry of the Final Order, the Avoidance Proceeds). The First Lien 507(b) Claim shall be senior to all other claims against the DIP Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, whether or not such claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, except for, in the following order, (A) the Carve-Out and the Professional Fees Account and (B) the DIP Superpriority Claims.

(iii) *Prepetition First Lien Secured Parties' Fees and Expenses.* As further adequate protection, subject to the Carve-Out and the Professional Fees Account, the DIP Loan Parties shall currently pay, in cash, (a) subject to the limitations set forth in the Restructuring Support Agreement and the Plan, all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of Paul Hastings LLP, as legal counsel to the Prepetition First Lien Loan Agent, and one local counsel to Prepetition First Lien Loan Agent, (b) subject to the

limitations set forth in the Restructuring Support Agreement and the Plan, all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the Prepetition First Lien Notes Agent, Shipman & Goodwin LLP, as legal counsel to the Prepetition First Lien Notes Agent, and one local counsel to the Prepetition First Lien Notes Agent, and (c) all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the legal and financial advisors of the First Lien Ad Hoc Group, including, without limitation, those of Milbank LLP, Houlihan Lokey, Inc., Porter Hedges LLP, any other local legal counsels or other advisors in any foreign jurisdiction, and any other advisors of the First Lien Ad Hoc Group (collectively, the “**First Lien Adequate Protection Fees and Expenses**”), subject to (x) the review procedures set forth in paragraph 16 of this Interim Order and (y) recharacterization of such payments as principal payments under the applicable Prepetition First Lien Documents in the event of a final determination by order of the Court that the Prepetition First Lien Secured Parties are undersecured (solely upon a motion filed by the Debtors, the Creditors’ Committee (if any), or any other party in interest);

(b) *Second Lien Adequate Protection.*

(i) *Second Lien Adequate Protection Liens.* The Prepetition Second Lien Agent is hereby granted, for the benefit of the Prepetition Second Lien Secured Parties, effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements, a valid, perfected replacement security interest in and lien on account of the Prepetition Second Lien Secured Parties’ Diminution in Value upon all of the DIP Collateral (the “**Second Lien Adequate Protection Liens**” and, together with the First Lien Adequate Protection Liens, the “**Adequate Protection Liens**”), senior to all other liens, but (i) in the case of

the Prepetition Collateral, junior, subject, and subordinate only to, in the following order, (A) the Carve-Out, (B) the Prepetition Permitted Senior Liens, (C) the DIP Liens, (D) the First Lien Adequate Protection Liens, and (E) the Prepetition First Liens, and (ii) in the case of all other DIP Collateral, junior, subject, and subordinate only to, in the following order, (A) the Carve-Out, (B) the DIP Liens, and (C) the First Lien Adequate Protection Liens.

(ii) *Prepetition Second Lien Secured Parties' Section 507(b) Claim.*

The Prepetition Second Lien Agent, for the benefit of the Prepetition Second Lien Secured Parties, is hereby granted an allowed superpriority administrative expense claim against the DIP Loan Parties on a joint and several basis (without the need to file any proof of claim) on account of the Prepetition Second Lien Secured Parties' Diminution in Value under section 507(b) of the Bankruptcy Code (the "**Second Lien 507(b) Claim**" and, together with the First Lien 507(b) Claim, the "**507(b) Claims**") which Second Lien 507(b) Claim shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (subject to the Carve-Out and the Professional Fees Account and excluding Avoidance Actions but including, without limitation, subject to entry of the Final Order, the Avoidance Proceeds). The Second Lien 507(b) Claim shall be senior to all other claims against the DIP Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, whether or not such claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, except for, in the following order, (A) the Carve-Out and the Professional Fees Account, (B) the DIP Superpriority Claims, and (C) the First Lien 507(b) Claim.

(iii) *Prepetition Second Lien Secured Parties' Fees and Expenses.* As

further adequate protection, subject to the Carve-Out, the Professional Fees Account, and the

limitations set forth in the Restructuring Support Agreement and the Plan, the DIP Loan Parties shall currently pay, in cash, (a) all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of Paul Hastings LLP, as legal counsel to the Prepetition Second Lien Agent, and one local counsel to the Prepetition Second Lien Agent and (b) all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the legal and financial advisors of an ad hoc group of Prepetition First Lien Noteholders and Prepetition Second Lien Lenders (the “**Crossholder Ad Hoc Group**”), including, without limitation, those of Akin Gump Strauss Hauer & Feld LLP, Greenhill & Co., any other local legal counsels or other advisors in any foreign jurisdiction, and any other advisors of the Crossholder Ad Hoc Group (collectively, the “**Second Lien Adequate Protection Fees and Expenses**”), subject to (x) the review procedures set forth in paragraph 16 of this Interim Order and (y) recharacterization of such payments as principal payments under the applicable Prepetition Second Lien Loan Documents in the event of a final determination by order of the Court that the Prepetition Second Lien Secured Parties are undersecured (solely upon a motion filed by the Debtors, the Creditors’ Committee (if any), or any other party in interest).

13. *Maintenance of Collateral.* The DIP Loan Parties shall continue to maintain and insure the Prepetition Collateral and the DIP Collateral in the amounts and for the risks, and by the entities, as required under the Prepetition Loan Documents and the DIP Documents, as applicable.

14. *Perfection of DIP Liens and Adequate Protection Liens.*

(a) Without in any way limiting the validity of the automatic perfection of the DIP Liens and the Adequate Protection Liens under the terms of this Interim Order, the DIP Secured Parties and the Prepetition Secured Parties are hereby authorized, but not required to, execute in the name of the DIP Loan Parties or the Prepetition Loan Parties (as applicable), as their

true and lawful attorneys (with full power of substitution, to the maximum extent permitted by law) and to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar perfection instruments in any jurisdiction, or take possession of certificated securities, or take any other similar action in a manner not inconsistent herewith to document, validate or perfect the liens and security interests granted to them hereunder (the “**Perfection Actions**”). All such Perfection Actions shall be deemed to have been taken on the date of entry of this Interim Order. The automatic stay shall be modified to the extent necessary to permit the DIP Secured Parties and the Prepetition Secured Parties to take any Perfection Action. For the avoidance of doubt, the DIP Liens and the Adequate Protection Liens shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Interim Order, whether or not the DIP Secured Parties or the Prepetition Secured Parties take such Perfection Actions.

(b) A certified copy of this Interim Order may, in the discretion of the DIP Agent and each applicable Prepetition Agent, be filed or recorded in the filing or recording offices in addition to or in lieu of any financing statements, mortgages, notices of lien or similar instruments, and all filing and recording offices are hereby authorized and directed to accept a certified copy of this Interim Order for filing and/or recording, as applicable.

15. *Preservation of Rights Granted Under this Interim Order.*

(a) Other than the claims and liens expressly granted or permitted by this Interim Order, including the Carve-Out and the Professional Fees Account, no claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order shall be permitted while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this Interim Order, the DIP Liens

and the Adequate Protection Liens shall not be: (i) junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise; (iii) subordinated to or made *pari passu* with any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Loan Parties; or (iv) junior to any intercompany liens or security interests of the DIP Loan Parties.

(b) The occurrence and continuance of any Event of Default under and as defined in the DIP Credit Agreement that has not been cured within the applicable time period, if any, as provided in the DIP Credit Agreement shall, after written notice by the DIP Agent (acting at the direction of Required DIP Lenders) to the Borrower, counsel to the Borrower, the U.S. Trustee, and lead counsel to the Creditors' Committee (if any) constitute an event of default under this Interim Order. Notwithstanding any order that may be entered dismissing any of the chapter 11 cases under section 1112 of the Bankruptcy Code or converting these cases to a Successor Case: (A) the DIP Superpriority Claims, the 507(b) Claims, the DIP Liens, the Adequate Protection Liens, and the Prepetition Liens shall continue in full force and effect, shall maintain their priorities as provided in this Interim Order, and shall remain binding on all parties in interest until all DIP Obligations, Adequate Protection Obligations, and Prepetition Secured Obligations have been indefeasibly paid in full; (B) the other rights granted by this Interim Order, including with respect to the Carve-Out, shall not be affected; and (C) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

(c) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect (i) the validity, priority, or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the DIP Agent or Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, and enforceability of the DIP Liens, the Prepetition Liens, the Adequate Protection Liens, and the Carve-Out. Notwithstanding any such reversal, modification, vacatur or stay, the DIP Obligations, DIP Liens, Adequate Protection Obligations, Adequate Protection Liens, DIP Superpriority Claims, and the 507(b) Claims incurred prior to the actual receipt of written notice by the DIP Agent or the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur, or stay shall be governed in all respects by the original provisions of this Interim Order, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to, and are hereby granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code.

(d) Except as expressly provided in this Interim Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the 507(b) Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by this Interim Order and the DIP Documents, as well as the Carve-Out, shall survive, and shall not be modified, impaired or discharged by the entry of an order (i) converting or dismissing any of these cases, or terminating the joint administration of these cases, (ii) approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Documents), or (iii) confirming a chapter 11 plan in any of the cases; *provided, however*, that nothing herein is intended, nor shall it be construed, to limit or supersede

any order confirming a chapter 11 plan in any of the cases that provides for the modification, impairment, or discharge of the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, or the 507(b) Claims on the effective date of any such plan. The terms and provisions of this Interim Order and the DIP Documents shall continue in full force and effect in these cases and in any Successor Cases until all DIP Obligations, Adequate Protection Obligations, and Prepetition Secured Obligations are indefeasibly paid in full in cash and the DIP Commitments have been terminated. Any confirmation order entered in these cases shall not discharge or otherwise affect in any way the joint and several obligations of the DIP Loan Parties to the DIP Secured Parties under the DIP Facility and the DIP Documents, other than after (x) the payment in full and in cash of all DIP Obligations and the termination of the DIP Commitments or (y) the occurrence of the effective date of such confirmed plan (solely in accordance with the terms of such plan).

16. *Payment of Fees and Expenses.* The DIP Loan Parties are authorized and directed to pay the DIP Fees and Expenses, the First Lien Adequate Protection Fees and Expenses, and the Second Lien Adequate Protection Fees and Expenses. Subject to the review procedures set forth in this paragraph 16, payment of the DIP Fees and Expenses, the First Lien Adequate Protection Fees and Expenses, and the Second Lien Adequate Protection Fees and Expenses shall not be subject to allowance or review by the Court. Professionals for the DIP Secured Parties, the First Lien Ad Hoc Group, the Crossholder Ad Hoc Group, or the Prepetition Agents shall not be required to comply with the U.S. Trustee fee guidelines, however, any time that such professionals seek payment of fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each such professional shall provide summary copies of its invoices (including aggregate amounts of fees and expenses and, in the case of legal counsel and other advisors that charge fees based on hourly rates, such professional's applicable rates and total amount of time on a per-professional

basis), which are not required to contain time detail and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, to Weil, lead restructuring counsel to the Debtors, lead restructuring counsel to any statutory committee, and the U.S. Trustee (together, the “**Review Parties**”); *provided, however*, that (i) the provision of such invoices shall not constitute a waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law; and *provided, further*, that the Review Parties shall have the right to request additional details regarding the services rendered and expenses incurred by such professionals (each an “**Information Request**”). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after receipt (the “**Review Period**”), which shall not be extended by the delivery of an Information Request. If no written objection is delivered to the applicable professional and the Debtors by 12:00 p.m., prevailing Eastern Time, on the last date of the Review Period, the Debtors shall pay such invoices within five (5) business days. If an objection to a professional’s invoice is delivered to the applicable professional and the Debtors within the Review Period, the Debtors shall promptly pay the undisputed amount of the invoice without the necessity of filing formal fee applications, regardless of whether the invoiced amount arose or was incurred before or after the Petition Date, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors are authorized and directed to pay, on or prior to the Closing Date (as defined in the DIP Credit Agreement) any costs, fees, expenses (including reasonable and documented legal fees and

expenses) and other compensation contemplated by the DIP Documents, whether arising before or after the Petition Date, which costs, fees and expenses shall not be subject to the Review Period. No attorney or advisor to any DIP Secured Party, the First Lien Ad Hoc Group, the Crossholder Ad Hoc Group, or the Prepetition Agents shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to (i) the DIP Secured Parties in connection with the DIP Facility and (ii) Prepetition Secured Parties in connection with these cases are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person.

17. *Effect of Stipulations on Third Parties.* The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order shall be binding upon the Debtors in all circumstances and for all purposes. The Debtors' stipulations, admissions, agreements and releases contained in this Interim Order shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in these cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (a) such committee or other party in interest with requisite standing has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein) by no later than (i) the earlier of (w) one business day before the hearing approving a sale of substantially all of the Debtors' assets or confirming a plan of reorganization, (x) as to the Creditors' Committee (if any) only, the earlier of (1) 60 calendar days after the appointment of the Creditors' Committee (if any) and (2) one business day before the hearing approving a sale of substantially all of the Debtors' assets or confirming a plan of

reorganization, (y) if a chapter 7 or a chapter 11 trustee is appointed or elected prior to the end of the Challenge Period (as defined below), the Challenge Period solely for any such chapter 7 trustee or chapter 11 trustee shall be extended to the date that is the later of (A) 60 calendar days after entry of this Interim Order, or (B) the date that is 30 calendar days after their appointment, and (z) for all other parties in interest, the earlier of (1) 30 calendar days after entry of this Interim Order and (2) one business day before the hearing approving a sale of substantially all of the Debtors' assets or confirming a plan of reorganization; and (ii) any such later date as (x) has been agreed to in writing (which may be by email) by the applicable Prepetition First Lien Agent with respect to the Prepetition First Lien Obligations or the Prepetition First Liens and the Debtors or (y) has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)-(ii), the "**Challenge Period**"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Obligations or the Prepetition Liens, or (B) asserting or prosecuting any Avoidance Action or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "**Challenges**") against any Prepetition Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (collectively, the "**Representatives**") in connection with or related to the Prepetition Loan Documents, the Prepetition Secured Obligations, the Prepetition Liens and the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge; *provided, however*, that any pleadings filed in connection with a Challenge shall set forth with specificity the basis for such Challenge and any Challenges not so

specified prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred. If no Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such Challenge then: (1) the Debtors' stipulations, admissions, agreements and releases contained in this Interim Order shall be binding on all parties in interest; (2) the obligations of the Prepetition Loan Parties under the Prepetition Loan Documents shall constitute allowed claims not subject to defense avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise, except as provided in the Intercreditor Agreements), disallowance, impairment, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity for all purposes in these cases and any Successor Case(s); (3) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual (other than as provided in the Intercreditor Agreements), or otherwise), disallowance, impairment, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in these cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any chapter 7 or chapter 11 trustee or examiner, and any defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in these cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any chapter 7 or chapter 11 trustee

or examiner, whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties and their Representatives (in their capacities as such) shall be deemed forever waived, released and barred. If any Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any person or entity (each as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any Challenges with respect to the Prepetition Loan Documents, Prepetition Secured Obligations, or Prepetition Liens, and any ruling on standing, if appealed, shall not stay or otherwise delay confirmation of any plan of reorganization in these cases. The Court may fashion any appropriate remedy following a successful Challenge, including, without limitation, unwinding or disallowance of all or a portion of the DIP Roll-Up Loans, if appropriate.

18. *Limitation on Use of DIP Financing Proceeds and Collateral.* Notwithstanding any other provision of this Interim Order or any other order entered by the Court, no DIP Loans, DIP Collateral, Prepetition Collateral (including Cash Collateral) or any portion of the Carve-Out, may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the DIP Secured Parties, or the Prepetition Secured Parties, or their respective

Representatives (in their capacities as such), or any action purporting to do the foregoing in respect of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition Secured Obligations, Adequate Protection Liens, or 507(b) Claims or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the DIP Obligations, the Prepetition Secured Obligations and/or liens, claims, rights, or security interests securing or supporting the DIP Obligations granted under the DIP Orders, the DIP Documents or the Prepetition Loan Documents in respect of the Prepetition Secured Obligations, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to sections 105, 502, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise (*provided, that*, notwithstanding anything to the contrary herein, the proceeds of the DIP Loans and DIP Collateral (including Cash Collateral) may be used by the Creditors' Committee (if any) to investigate, but not to prosecute, (A) the claims and liens of the Prepetition Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties, up to an aggregate cap of no more than \$50,000 (the "**Investigation Cap**"), (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Parties' or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition Secured Obligations, Prepetition Collateral, DIP Obligations, DIP Collateral, as applicable, and the liens, claims and rights granted to such parties under the DIP Orders, in each case other than in accordance with this Interim Order; (c) attempts to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties or the DIP Secured Parties under this Interim Order, the Prepetition Loan Documents or the DIP Documents, as applicable, other than in accordance with this Interim Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens and claims permitted by the DIP

Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, or 507(b) Claims; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are authorized by the Court, expressly permitted under this Interim Order, or expressly permitted under the DIP Documents (including the Approved Budget, subject to Permitted Variances), in each case unless all DIP Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims granted to the DIP Secured Parties and Prepetition Secured Parties under this Interim Order, have been paid in full in cash or otherwise as agreed to in writing by the DIP Secured Parties.

19. *Binding Effect; Successors and Assigns.* Subject to paragraph 17 hereof, the DIP Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, any statutory or non-statutory committees appointed or formed in these cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors, and their respective successors and assigns; *provided, that*, the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee or chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

20. *Exculpation.* Nothing in this Interim Order, the DIP Documents, the Prepetition Loan Documents, or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party or Prepetition Secured Party, any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral or Prepetition Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person, and all risk of loss, damage or destruction of the DIP Collateral or Prepetition Collateral shall be borne by the Debtors.

21. *Limitation of Liability.* In determining to make any loan or other extension of credit under the DIP Documents, to permit the use of the DIP Collateral or Prepetition Collateral (including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Documents or Prepetition Loan Documents, as applicable, none of the DIP Secured Parties or the Prepetition Secured Parties shall (a) have any liability to any third party or be deemed to be in “control” of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” or “managing agent” with respect to the operation or management of any of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Interim Order shall in any way be construed or

interpreted to impose or allow the imposition upon any of the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective Representatives.

22. *Master Proofs of Claim.* Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of these chapter 11 cases or any Successor Cases, neither the Prepetition Agents, nor any other Prepetition Secured Parties shall be required to file proofs of claim in these cases or any Successor Cases in order to assert claims for payment of any of the Prepetition Secured Obligations, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts payable under the Prepetition Loan Documents or this Interim Order. Subject paragraph 17 hereof, the Debtors' stipulations, admissions and acknowledgments of the claim and liens in respect of the Prepetition Secured Obligations set forth in this Interim Order is deemed to constitute timely proofs of claim in respect of all indebtedness, secured status and claims arising under the Prepetition Loan Documents and this Interim Order. Nonetheless, in order to facilitate the processing of claims, each Prepetition Agent is authorized, but not directed or required, to file a master proof of claim in the Debtors' lead case In re Mobileum, Inc., *et al.*, Case No. 24-[●] ([ ]), on behalf of the applicable Prepetition Secured Parties (each, a "**Master Proof of Claim**"), which shall be deemed to have been filed against each Debtor. The provisions of this paragraph 22 and the filing of Master Proofs of Claim, if any, are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan filed in these cases. Any Master Proof of Claim shall not be required to include any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided

upon written request to counsel to the applicable Prepetition Agent. The DIP Secured Parties shall not be required to file proofs of claim with respect to the DIP Obligations.

23. *Insurance.* To the extent that any Prepetition Agent is listed as a loss payee under the insurance policies of any of the DIP Loan Parties, the DIP Agent shall also be deemed to be a loss payee under such insurance policies until the indefeasible payment in full of the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the DIP Commitment and shall act in that capacity and distribute any proceeds recovered or received in respect of such insurance policies in accordance with the lien priorities set forth in this Interim Order.

24. *Credit Bidding.* Subject to the lien priorities set forth herein, the terms of the Intercreditor Agreements, and any successful Challenge, (a) the DIP Agent shall have the right to credit bid, up to the full amount of the DIP Obligations in any sale of the DIP Collateral and (b) subject to section 363(k) of the Bankruptcy Code and entry of the Final Order, each of the Prepetition Agents shall have the right, consistent with the provisions of the Prepetition Loan Documents, as applicable (and providing for the DIP Obligations to be indefeasibly repaid in full in cash and the termination of the DIP Commitments), to credit bid, up to the full amount of the applicable Prepetition Secured Obligations, in the sale of the applicable Prepetition Collateral, in each case, without the need for further Court order authorizing the same, whether any such sale is effectuated through section 363(k), 1123, or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

25. *Effectiveness.* Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal

Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

26. *Governing Order.* Notwithstanding the relief granted in any other order by this Court, (i) all payments and actions by any of the Debtors pursuant to the authority granted therein shall be consistent with and subject to this Interim Order, including compliance with the Approved Budget (subject to Permitted Variances) and all other terms and conditions hereof, and (ii) to the extent there is any inconsistency between the terms of the DIP Documents or the Prepetition Loan Documents and this Interim Order, this Interim Order shall control.

27. *Headings.* Paragraph headings used herein are for convenience only and shall not affect the construction of, or to be taken into consideration in interpreting, this Interim Order.

28. *Payments Held in Trust.* Except as expressly permitted in this Interim Order or the DIP Documents and except with respect to the DIP Loan Parties, in the event that any person or entity receives any payment on account of a security interest in the DIP Collateral, receives any DIP Collateral or any proceeds of the DIP Collateral, or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations and termination of all DIP Commitments, such person or entity shall be deemed to have received, and shall hold, any such DIP Collateral or any payment on account or proceeds thereof in trust for the benefit of the DIP Secured Parties and shall immediately turn over such collateral or its proceeds to the DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Interim Order.

29. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

30. *No Third Party Rights.* Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

31. *Necessary Action.* The Debtors, the DIP Secured Parties and the Prepetition Secured Parties are authorized to take all reasonable actions as are necessary or appropriate to implement the terms of this Interim Order. The automatic stay is modified to permit affiliates of the Debtors who are not debtors in these cases to take all actions as are necessary or appropriate to implement the terms of this Interim Order.

32. *Retention of Jurisdiction.* This Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

33. *Final Hearing.* A final hearing to consider the relief requested in the DIP Motion on a final basis shall be held on [●], 2024 at [●] [a.m.][p.m.] (Prevailing Central Time).

34. *Objections.* Any objections or responses to the DIP Motion shall be filed on or prior to [●], 2024 at [●] [a.m.][p.m.] (Prevailing Central Time). Any party objecting to the relief sought at the Final Hearing shall file and serve (via mail and e-mail) written objections, which objections shall be served upon (a) the Debtors and counsel thereto, Weil, Gotshal & Manges LLP, 767 5th Ave, New York, New York 10153, Attn: Jeffrey Saferstein (jeffrey.saferstein@weil.com), Alexander Welch (alexander.welch@weil.com), Daphne Papadatos (daphne.papadatos@weil.com), and Eric Einhorn (eric.einhorn@weil.com), (b) the DIP Agent, and counsel thereto, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019, Attn: Jeffrey R. Gleit (jeffrey.gleit@afslaw.com) and Brett Goodman

(brett.goodman@afslaw.com), (c) counsel to the First Lien Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Evan R. Fleck (efleck@milbank.com), Matthew L. Brod (mbrod@milbank.com), and Abigail L. Debold (adebold@milbank.com), (d) the Office of the United States Trustee for the Southern District of Texas; (e) if appointed, the Creditors' Committee, and counsel thereto; (f) the Prepetition First Lien Loan Agent, and counsel thereto, Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, Texas 77002, Attn: Seth B. Chandler (sethchandler@paulhastings.com), and Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Sam Lawand (samlawand@paulhastings.com); (g) the Prepetition First Lien Notes Agent, and counsel thereto, Shipman & Goodwin LLP, One Constitution Plaza, Hartford, Connecticut 06103, Attn: Marie C. Pollio (mpollo@goodwin.com); and (h) the Prepetition Second Lien Agent, and counsel thereto, Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, Texas 77002, Attn: Seth B. Chandler (sethchandler@paulhastings.com), and Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Sam Lawand (samlawand@paulhastings.com).

35. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) on the parties having been given notice of the Interim Hearing and to any party that has filed with this Court a request for notices in these cases.

Dated: \_\_\_\_\_, 2024  
Houston, Texas

---

UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**DIP Credit Agreement**

**INTENTIONALLY OMITTED**

**Schedule 1**

**Initial Budget**

**INTENTIONALLY OMITTED**

**Annex III**

**Initial Budget**

| Cash Flow Forecasts - PrePack Bankruptcy       |                 |         |          |          |          |                           |          |          |          |          |          |          |          |          |          |          |            |  |
|------------------------------------------------|-----------------|---------|----------|----------|----------|---------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|--|
| (\$ in thousands)                              |                 |         |          |          |          |                           |          |          |          |          |          |          |          |          |          |          |            |  |
|                                                | Petition Date-> |         |          |          |          | Proposed Effective Date-> |          |          |          |          |          |          |          |          |          |          |            |  |
| Week No.                                       | -1              | 0       | 1        | 2        | EoM      | 3                         | 4        | 5        | 6        | 7        | 8        | 9        | 10       | 11       | 12       | 13       | Totals for |  |
| Start                                          | 06-Jul          | 13-Jul  | 20-Jul   | 27-Jul   | 01-Aug   | 03-Aug                    | 10-Aug   | 17-Aug   | 24-Aug   | 01-Sep   | 07-Sep   | 14-Sep   | 21-Sep   | 28-Sep   | 01-Oct   | 05-Oct   | 15 weeks   |  |
| Week Ending Date                               | 12-Jul          | 19-Jul  | 26-Jul   | 31-Jul   | 02-Aug   | 09-Aug                    | 16-Aug   | 23-Aug   | 31-Aug   | 06-Sep   | 13-Sep   | 20-Sep   | 27-Sep   | 30-Sep   | 04-Oct   | 11-Oct   | ending     |  |
| Act/Fcst                                       | Act.            | Fcst.   | Fcst.    | Fcst.    | Fcst.    | Fcst.                     | Fcst.    | Fcst.    | Fcst.    | Fcst.    | Fcst.    | Fcst.    | Fcst.    | Fcst.    | Fcst.    | Fcst.    |            |  |
| Pre/Post-petition week                         | Pre             | Pre     | Post     | Post     | Post     | Post                      | Post     | Post     | Post     | Post     | Post     | Post     | Post     | Post     | Post     | Post     | 11-Oct     |  |
| Beginning Cash Balance                         | 31,286          | 29,345  | 24,005   | 19,302   | 9,335    | 7,811                     | 8,625    | 9,187    | 7,967    | 1,533    | 1,508    | (18,222) | (17,222) | (16,798) | (24,806) | (25,012) | 31,286     |  |
| Fx Adjustments                                 | 87              |         |          |          |          |                           |          |          |          |          |          |          |          |          |          |          | 87         |  |
| Total Receipts                                 | 2,669           | 2,732   | 2,977    | 1,412    | 378      | 2,867                     | 3,295    | 3,121    | 3,113    | 2,855    | 3,440    | 3,516    | 4,225    | 1,050    | 2,198    | 3,198    | 43,047     |  |
| Total Operating Disbursements                  | (2,428)         | (5,419) | (4,581)  | (7,375)  | (1,827)  | (2,047)                   | (2,732)  | (4,361)  | (9,571)  | (2,873)  | (2,295)  | (2,513)  | (3,766)  | (10,003) | (2,169)  | (858)    | (64,818)   |  |
| Cash in transit (receipts)                     | 3,861           | 5,256   | 364      | 1,297    | 3        | 1,032                     | 551      | 2,671    | 4,535    | 899      | 2,333    | 993      | 2,132    | 925      | 448      | 1,406    | 28,706     |  |
| Cash in transit (disbursements)                | (4,566)         | (4,540) | (382)    | (1,297)  | (3)      | (1,039)                   | (552)    | (2,651)  | (4,511)  | (905)    | (2,331)  | (996)    | (2,167)  | (930)    | (450)    | (1,408)  | (28,727)   |  |
| Total Cash in transit                          | (705)           | 716     | (19)     | -        | -        | (7)                       | (1)      | 20       | 24       | (6)      | 2        | (3)      | (35)     | (5)      | (2)      | (2)      | (21)       |  |
| Operating Cash Flow                            | (377)           | (1,971) | (1,623)  | (5,962)  | (1,448)  | 814                       | 562      | (1,220)  | (6,434)  | (24)     | 1,147    | 1,000    | 424      | (8,958)  | 27       | 2,338    | (21,706)   |  |
| Restructuring Professional Fees                | (1,564)         | (3,088) | (3,029)  | -        | (75)     | -                         | -        | -        | -        | -        | (17,110) | -        | -        | -        | (233)    | -        | (25,099)   |  |
| Other Restructuring Related Disbursements      | -               | (281)   | (52)     | (4,005)  | -        | -                         | -        | -        | -        | -        | (3,768)  | -        | -        | 950      | -        | -        | (7,156)    |  |
| Total Restructuring-related disbursements      | (1,564)         | (3,369) | (3,080)  | (4,005)  | (75)     | -                         | -        | -        | -        | -        | (20,878) | -        | -        | 950      | (233)    | -        | (32,254)   |  |
| Net Cash Flow                                  | (1,941)         | (5,339) | (4,703)  | (9,967)  | (1,524)  | 814                       | 562      | (1,220)  | (6,434)  | (24)     | (19,731) | 1,000    | 424      | (8,008)  | (206)    | 2,338    | (53,960)   |  |
| Cumulative Net Cash Flow                       | (1,941)         | (7,280) | (11,984) | (21,951) | (23,474) | (22,661)                  | (22,099) | (23,319) | (29,753) | (29,777) | (49,508) | (48,508) | (48,084) | (56,092) | (56,298) | (53,960) |            |  |
| Ending Cash Balance Before DIP loan, New Money | 29,345          | 24,005  | 19,302   | 9,335    | 7,811    | 8,625                     | 9,187    | 7,967    | 1,533    | 1,508    | (18,222) | (17,222) | (16,798) | (24,806) | (25,012) | (22,674) | (22,674)   |  |
| DIP loan, New Money                            |                 |         |          |          |          |                           |          |          |          |          |          |          |          |          |          |          |            |  |
| Advances                                       | -               | -       | 40,000   | -        | -        | -                         | -        | -        | 20,000   | -        | -        | -        | -        | -        | -        | -        | 60,000     |  |
| Interests paid                                 | -               | -       | -        | (62)     | -        | -                         | -        | -        | (386)    | -        | (242)    | -        | -        | (177)    | -        | -        | (866)      |  |
| Cumulative Adjustments for DIP loan, New Money | -               | -       | 40,000   | 39,938   | 39,938   | 39,938                    | 39,938   | 39,938   | 59,552   | 59,552   | 59,310   | 59,310   | 59,310   | 59,134   | 59,134   | 59,134   | 59,134     |  |
| Backstop Fee, New Money                        |                 |         |          |          |          |                           |          |          |          |          |          |          |          |          |          |          |            |  |
| Advances                                       | -               | -       | 9,000    | -        | -        | -                         | -        | -        | -        | -        | -        | -        | -        | -        | -        | -        | 9,000      |  |
| Interests paid                                 | -               | -       | -        | (14)     | -        | -                         | -        | -        | (87)     | -        | (36)     | -        | -        | -        | -        | -        | (137)      |  |
| Conversion into equity                         | -               | -       | -        | -        | -        | -                         | -        | -        | -        | -        | (9,000)  | -        | -        | -        | -        | -        | (9,000)    |  |
| Cumulative Adjustments for BS Fee, New Money   | -               | -       | -        | (14)     | (14)     | (14)                      | (14)     | (14)     | (101)    | (101)    | (137)    | (137)    | (137)    | (137)    | (137)    | (137)    | (137)      |  |
| Ending Cash Balance After DIP loan, New Money  | 29,345          | 24,005  | 59,302   | 49,259   | 47,735   | 48,549                    | 49,111   | 47,891   | 60,984   | 60,960   | 40,951   | 41,951   | 42,375   | 34,191   | 33,985   | 36,323   | 36,323     |  |

**Notes:**

1. The budget includes an estimated \$251,500 payment at the Effective Date under 28 U.S.C. § 1930(a)(6), related to one quarterly fee to the United States Trustee System Fund.

**Exhibit 2**

**Exit Facility Term Sheet**

**Exhibit 2****MOBILEUM  
EXIT FACILITY TERM SHEET**

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Borrower</b>                | Reorganized Mobileum, Inc., a Delaware corporation <sup>1</sup> (the “ <b>Borrower</b> ”).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Guarantors</b>              | The Borrower’s direct parent (“ <b>Holdings</b> ”) and each of the Borrower’s direct and indirect material subsidiaries, domestic subsidiaries (collectively, the “ <b>Guarantors</b> ” and together with the Borrower, the “ <b>Loan Parties</b> ”), shall be required to provide an unconditional guaranty, on a joint and several basis, of all amounts owing under the Exit Facility, subject to customary exclusions with respect to excluded subsidiaries; <i>provided</i> , that on a post-closing basis the Borrower will deliver a joinder agreement from each foreign subsidiary, pursuant to which such subsidiary shall become a party as a Guarantor, subject to customary exclusions with respect to excluded subsidiaries. Excluded subsidiaries shall include those prohibited by applicable law, immaterial subsidiaries subject to aggregate and individual thresholds to be agreed, and those with respect to which the burden or cost of providing a guarantee are excessive in view of the benefit to the Lenders. Non-wholly owned U.S. subsidiaries shall be guarantors (other than in the case of (x) bona fide joint ventures and (y) certain joint ventures existing on the closing date to the extent disclosed to, and approved by the Required Lenders). |
| <b>Exit Term Loan Facility</b> | <p>Senior secured term loan facility (the “<b>Exit Term Loan Facility</b>” or the “<b>Exit Facility</b>”) comprised of \$160 million of term loans (the “<b>Exit Term Loans</b>”, and the holders thereof referred to as the “<b>Lenders</b>”), all of which will be converted on a dollar-for-dollar basis from the loans (the “<b>DIP Loans</b>”) under the Borrower’s debtor-in-possession credit agreement (the “<b>DIP Credit Agreement</b>”) on the Closing Date (as defined below); <i>provided</i> that the principal amount of the Exit Term Loan Facility shall be reduced on a dollar-for-dollar basis for any prepayments or repayments of the DIP Loans made prior to the Closing Date.</p> <p>Exit Term Loans that are prepaid may not be reborrowed.</p> <p>The “<b>Plan</b>” means the Chapter 11 Plan of Reorganization of the Borrower, Holdings and certain of the Borrower’s subsidiaries and other affiliates (collectively, the “<b>Debtors</b>”) contemplated by the RSA Term Sheet to which this Exit Facility Term Sheet is attached. The reorganization contemplated by the Plan is referred to herein as the “<b>Reorganization</b>”.</p>                                                                                                                  |
| <b>Incremental Facility</b>    | Borrower will have the option to increase and/or add new classes of loans and/or revolving credit facility commitments (the “ <b>Incremental Debt</b> ”) in an additional amount not to exceed (a) in the case of Incremental Debt in the form of term loans, (x) a fixed basket equal to the greater of \$19 million and 50% of Consolidated EBITDA plus (y) amounts reallocated from the Fixed Revolving Incremental Basket, and (b) in the case of Incremental Debt in the form of revolving credit commitments, a fixed basket equal to \$25 million (the “ <b>Fixed Revolving Incremental Basket</b> ”), which may be equal to or senior in right of payment to the Exit Term Loans (any such revolving credit facility may be cash flow-based or asset-based); <i>provided</i> that, (i) no default or event of default shall exist or result from the incurrence of such Incremental Debt, (ii) any Incremental Debt shall otherwise be subject to customary terms and conditions substantially similar to the Pre-Existing Facility Documentation (subject to the Documentation Principles), (iii)                                                                                                                                                                            |

---

<sup>1</sup> [NTD: Identity and form of Borrower subject to adjustment based on tax and structuring discussions.]

[reserved], (iv) no Incremental Debt may have an obligor that is not a Loan Party, (v) no Incremental Debt may be secured by assets that are not Collateral and (vi) the Incremental Debt provisions shall include a 50 bps “pricing MFN”, with no sunset.

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Use of Proceeds</b>             | Proceeds of the Exit Term Loans shall be deemed to refinance in full all Tranche A Loans (as defined in the DIP Credit Agreement).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Closing Date</b>                | The date on which the Exit Term Loans are issued under the Exit Term Loan Facility and the Reorganization is consummated pursuant to the Plan (the “ <b>Closing Date</b> ”).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Maturity</b>                    | The date that is 5 years after the Closing Date (the “ <b>Maturity Date</b> ”).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Collateral and Guarantees</b>   | The Exit Term Loan Facility will be secured by a perfected first priority (subject to permitted liens) lien on all assets of the Loan Parties, subject to agreed (if any) post-closing perfection requirements, which shall include control agreements and subject to thresholds, exceptions and exclusions to be agreed in each case (the “ <b>Collateral</b> ”); <i>provided that</i> , all equity interests held by Loan Parties in joint ventures and foreign subsidiaries shall constitute collateral unless (and solely for so long as) prohibited by law or contract. “Material Real Property” to include any property located in the U.S. with a FMV equal to or greater than \$5 million.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Unrestricted Subsidiaries</b>   | Not permitted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Exit Facility Documentation</b> | The loan documents governing the Exit Term Loan Facility (the “ <b>Exit Facility Documentation</b> ”) shall be generally based on the loan documents governing that certain First Lien Credit Agreement dated as of March 1, 2022, among Holdings, Borrower, the Prepetition Agent and the Prepetition Lenders, as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, together with any guarantee, security and other ancillary documentation (the “ <b>Pre-Existing Facility Documentation</b> ”), with modifications to reflect (a) this term sheet, (b) the size, revenues, financial performance and strategic objectives of the reorganized company and its structure, (c) terms generally customary for exit facilities of this type, (d) terms to prohibit any transfers of material I.P. from Loan Parties to non-Loan Parties and (e) and other adjustments reasonably satisfactory to the Required Lenders (the terms of this paragraph, the “ <b>Documentation Principles</b> ”). The initial drafts of the Exit Facility Documentation shall be prepared by counsel to the 1L Ad Hoc Group.                               |
| <b>Conditions to Closing</b>       | <p>To be agreed between the Borrower and the Required Lenders but to include the following:</p> <ul style="list-style-type: none"> <li>A. The Reorganization shall have been consummated in all respects in accordance with the Plan (all conditions set forth therein having been satisfied or waived in accordance with its terms), and substantial consummation of the Plan in all material respects in accordance with its terms shall have occurred contemporaneously with the closing of the Exit Term Loans.</li> <li>B. Delivery of all documentation and other information required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including without limitation the Patriot Act, in each case at least two (2) business days prior to the Closing Date to the extent requested at least ten (10) business days prior to the Closing Date.</li> <li>C. Payment by the Borrower on the Closing Date of (i) the administrative and collateral agency fee due on such date, (ii) the fees of Houlihan Lokey Inc. and Milbank LLP in connection with the transactions hereunder and (iii) all reasonable and out-of-</li> </ul> |

pocket expenses payable on the Closing Date pursuant to the terms hereof.

### Interest Rate

Interest shall accrue on the Exit Term Loans at a rate based on the below based on the applicable period and benchmark, and shall be paid in cash or in-kind as follows:

| Period                                                                                                                                                          | PIK Election                                                                                                            | SOFR Rate                                                                  | Base Rate                                                                    | Floor                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------|
| Commencing on the Closing Date and ending on the last day of the interest period under the Exit Facility in effect on the first anniversary of the Closing Date | Mandatory PIK                                                                                                           | 6.00% (S+1.00% cash pay and 5.00% PIK)                                     | 5.00% (ABR+1.00% cash pay and 4.00% PIK)                                     | 1.00% for SOFR, 2.00% for ABR |
| Commencing after such date and ending on the last day of the interest period under the Exit Facility in effect on the second anniversary of the Closing Date    | PIK at election of Borrower so long as liquidity as of the most recent month-end does not exceed an amount to be agreed | 6.00% (if Borrower elects PIK, then no less than S+1.00% must be cash pay) | 5.00% (if Borrower elects PIK, then no less than ABR+1.00% must be cash pay) | Same as above                 |
| Thereafter                                                                                                                                                      | None                                                                                                                    | 6.00%                                                                      | 5.00%                                                                        | Same as above                 |

### Default Interest

During the continuation of an Event of Default, overdue amounts (including principal, interest and fees) will bear interest at an additional 2.00% per annum above the interest rate otherwise applicable.

### Scheduled Amortization

1.00% per annum payable quarterly, commencing with the first full calendar quarter-end to occur following the six-month anniversary of the Closing Date.

### Call Protection

(i) Callable in year one at 102% of par value, (iii) callable in year two at 101% of par value, and (iii) callable in year three and beyond at par value.

Call protection to apply to any voluntary prepayment or any mandatory prepayment from unpermitted debt issuances, and upon any acceleration or insolvency event. For the avoidance of doubt, call protection will not apply to mandatory prepayments other than from unpermitted debt issuance. Customary "Momentive" provision to be included.

### Mandatory Prepayments

The Exit Term Loans shall be prepaid with:

- (i) 100% of the net cash proceeds of certain specified non-ordinary course asset sales and casualty events, in excess of \$2 million, subject to the right of the Borrower and its subsidiaries to reinvest the proceeds thereof in their respective businesses within 1 year of receipt of those proceeds (or an additional 6 months if committed to be reinvested within 1 year of receipt);

- (ii) 100% of the proceeds of debt incurrences, subject to the call protection described above (other than debt permitted under the Exit Facility Documentation);
- (iii) 100% of litigation proceeds (including proceeds received by the Loan Parties with respect to the H.I.G Litigation (as defined in the DIP Credit Agreement)) net of taxes and out-of-pocket expenses incurred in connection with such litigation; *provided* that such prepayment shall be reduced in an amount necessary to ensure that liquidity shall not be less than \$33.3M after giving effect to such prepayment.
- (iv) in the event liquidity as of the testing date following the six month anniversary of the Closing Date shall be greater than \$33.3M, then the lesser of (a) \$10M and (b) the amount of such excess liquidity;
- (v) commencing in 2026 with respect to the 2025 fiscal year and subject to metrics to be agreed, 100% of the excess cash flow from the preceding fiscal year, with such percentage to be reduced at leverage ratios to be agreed.

The Exit Facility Documentation shall include a customary provision which shall permit the Lenders to decline proceeds of any mandatory prepayment event; *provided* that, any declined proceeds retained by the Borrower may be used to prepay junior debt to the extent permitted by the negative covenants.

**Voluntary  
Prepayments**

Voluntary prepayments of the borrowings under the Exit Term Loan Facility will be permitted at any time at par, without premium or penalty, subject to the call protection described above.

**Application of  
Payments**

All voluntary prepayments of the Exit Term Loan Facility and/or any Incremental Term Facility will be made ratably to the Lenders and applied at the discretion of the Borrower to the remaining amortization payments under the Exit Term Loan Facility or the Incremental Debt, as applicable, and may be applied to any of the Exit Term Loans or Incremental Debt, in any case, as directed by the Borrower (and absent such direction, in inverse order of maturity thereof). All mandatory prepayments of the Exit Term Loan Facility and any Incremental Term Facility will be made ratably to the Lenders and applied to the remaining amortization payments in inverse order of maturity.

**Representations and  
Warranties**

Usual and customary for facilities of this type, and to be based on the Pre-Existing Facility Documentation, subject to Documentation Principles.

**Covenants**

Usual and customary for facilities of this type, and to be based on the Pre-Existing Facility Documentation, subject to Documentation Principles.

**Minimum Liquidity  
Covenant**

\$10 million; no financial maintenance covenant.

**Ratings**

Consistent with the Pre-Existing Facility Documentation, subject to Documentation Principles.

**Events of Default**

Usual and customary for facilities of this type, and to be based on the Pre-Existing Facility Documentation, subject to Documentation Principles.

**Amendments**

Usual and customary for facilities of this type, and to be based the Pre-Existing Facility Documentation, subject to Documentation Principles; *provided* that Amendments that subordinate lenders' liens or that subordinate the Credit Agreement obligations in right of payment, other than in connection with DIP financings, require the consent of all lenders, unless such priming transaction is offered to all lenders on a pro rata basis on the same terms (including any fees payable in connection therewith, to the extent such fees are payable to all lenders generally and are not bona fide arrangement or backstop fees).

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Required Lenders / Voting</b>                 | 50.1% of Lenders (the “ <b>Required Lenders</b> ”).                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Expenses and Indemnification</b>              | Usual and customary for facilities of this type, and to be based on the Pre-Existing Facility Documentation, subject to Documentation Principles.                                                                                                                                                                                                                                                                                                                                                         |
| <b>Other Provisions</b>                          | The Exit Facility Documentation will include customary provisions regarding increased costs, illegality, tax indemnities, waiver of trial by jury and other similar provisions.                                                                                                                                                                                                                                                                                                                           |
| <b>Assignment and Participations</b>             | Usual and customary for facilities of this type, and to be based on the Pre-Existing Facility Documentation, subject to Documentation Principles. To include that Lenders may assign to Holdings and its subsidiaries through “open market purchases”; <i>provided</i> that (x) any non-cash “open market purchases” must be offered to all lenders on a pro rata basis and (y) any cash “open market purchases” shall have been approved by Lenders representing at least two unaffiliated institutions. |
| <b>Governing Law</b>                             | State of New York.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Administrative Agent and Collateral Agent</b> | Acquiom Agency Services LLC and Seaport Loan Products LLC, in their capacities as co-administrative agents, and Acquiom Agency Services LLC, in its capacity as collateral agent (the “ <b>Agent</b> ”).                                                                                                                                                                                                                                                                                                  |
| <b>Counsel to the Lenders</b>                    | Milbank LLP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**Exhibit 3**

**Backstop Commitment Letter**

July 23, 2024

PERSONAL AND CONFIDENTIAL

Matrix Parent, Inc.  
20813 Stevens Creek Boulevard, Suite 200  
Cupertino, CA 95014  
Attention: Ripu Singh

Superpriority Senior Secured Debtor-In-Possession Term Loan Credit Facility  
Backstop Commitment Letter

Ladies and Gentlemen:

Matrix Parent Inc. ("Matrix Parent") and certain of its subsidiaries and affiliates (the "Guarantor Debtors", and collectively with Matrix Parent, the "Debtors", "you" or "your") have (i) advised the parties listed on the signature pages hereto as "Backstop Commitment Parties" (each, a "Backstop Commitment Party" and, collectively, the "Backstop Commitment Parties", "we", "us" or "our"), that the Debtors are considering filing voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code"), and, in connection with the foregoing and (ii) requested that the Backstop Commitment Parties commit to provide a superpriority senior secured debtor-in-possession term loan credit facility for the Debtors under Sections 364(c) and 364(d) of the Bankruptcy Code (the "DIP Facility") consisting of (x) new money term loans (the "New Money Loans") in an aggregate principal amount of \$60 million, of which \$40 million will be available upon entry of the Interim DIP Order and \$20 million will be available upon entry of the Final DIP Order (y) term loans (the "Roll Up Loans", together with the New Money Loans, the "Tranche A Loans") resulting from the rollup of the participating Lenders' obligations under the Prepetition First Lien Facilities (defined below) in an aggregate principal amount of \$100 million approved upon entry of the Interim DIP Order and issued on such date or such later date as agreed in writing by the Backstop Commitment Parties (subject to applicable provisions in the DIP Orders) and (z) term loans issued on account of the Backstop Commitment Premium (the "Tranche B Loans" and, together with the Tranche A Loans, the "DIP Loans") in an aggregate principal amount of \$9 million. The Tranche A Loans shall convert on a dollar-for-dollar basis into an exit facility (the "Exit Conversion", such converted loans, the "Exit Term Loans", and the financing provided by the Exit Term Loans, the "Exit Facility") substantially on the terms set forth in this letter (including all exhibits, annexes, and schedules hereto, this "Backstop Commitment Letter"), as well as the Senior Secured Super-Priority Debtor-In-Possession Term Credit Agreement (the "DIP Credit Agreement") in form satisfactory to the Majority Backstop Commitment Parties (as defined below) and reflecting the terms of the DIP Term Sheet attached hereto as **Exhibit A** (the "DIP Term Sheet") and the Exit Facility Term Sheet attached hereto as **Exhibit B** (the "Exit Facility Term Sheet"), which terms will be memorialized in a credit agreement that will govern the Exit Facility (the "Exit Facility Credit Agreement"), subject solely to the conditions set forth in the DIP Credit Agreement and the "Conditions to Closing" set forth in the Exit Facility Term Sheet, in each case, that are applicable to the relevant borrowing. Unless otherwise specified herein, all references to "\$" shall refer to U.S. dollars. Capitalized terms used herein without definition shall have the meaning assigned thereto in the DIP Term Sheet or the Exit Facility Term Sheet, as applicable.

1. Backstop Commitment.

To provide assurance that the DIP Facility and the Exit Facility shall be available on the terms and conditions set forth herein, in the DIP Credit Agreement and in the Exit Facility Term Sheet, as applicable, each Backstop Commitment Party hereby commits severally and not jointly, (the "Backstop Commitment") to provide, itself or through one or more Related Funds (as defined below) who executes a

Joinder (as defined below), the amount of the New Money Loans and the Exit Term Loans, each as set forth on Schedule 1 hereto (as may be updated from time to time prior to the date that is two business days prior to the DIP Closing Date in order to identify such Related Funds) on the terms set forth in this Backstop Commitment Letter, subject solely to the conditions set forth in the DIP Credit Agreement and the “Conditions to Closing” set forth in the Exit Facility Term Sheet that are applicable to the relevant borrowing. The Backstop Commitment Parties may, at their option, arrange for the DIP Credit Agreement or the Exit Facility Credit Agreement, if applicable, to be executed by Jefferies Finance LLC, acting as an initial lender and funding some or all of the Backstop Commitment Party’s Backstop Commitment (in such capacity, the “Fronting Lender”), in which case each applicable Backstop Commitment Party will acquire its applicable shares of the DIP Facility and/or Exit Facility, as applicable, by assignment from the Fronting Lender in accordance with the assignment provisions of the DIP Credit Agreement and the Exit Facility Credit Agreement, as applicable; *provided* that any assignment of the DIP Loans shall comply with Section 8 of this letter and shall occur prior to the date which is 5 business days prior to the Effective Date (as defined in the Restructuring Support Agreement).

It is understood and agreed that the aggregate commitments under this Backstop Commitment Letter in respect of New Money Loans are \$60,000,000 in total, subject to the Allocation (as defined below), as set forth in Section 2 hereof, and each Backstop Commitment Party hereby agrees and commits to such automatic conversion of the New Money Loans, together with the Roll Up Loans, to Exit Term Loans in accordance with the Plan.

## 2. Election Procedures and Allocation.

Each Prepetition First Lien Holder (as defined below) (including the Backstop Commitment Parties) shall have the right to participate (the “Opportunity”) in 100.0% of the DIP Facility based on its Pro Rata Share (as defined below) by (i) executing a signature page to the DIP Credit Agreement by no later than July 30, 2024 (the “Election Deadline Date”) and (ii) executing a joinder to the Restructuring Support Agreement, dated as of the date hereof (the “Restructuring Support Agreement”), by and among Matrix Parent and certain of its affiliates and certain Prepetition First Lien Holders prior to the Election Deadline Date (or such later time as reasonably agreed by the Majority Backstop Commitment Parties and you) pursuant to which each such participating holder shall be allocated its Pro Rata Share of commitments in respect of the New Money Loans and the Rollup Loans (the “Allocation”); *provided* that any Backstop Commitment Party that is a Prepetition First Lien Holder shall be deemed to participate (for itself and its Related Funds) in the DIP Facility in respect of its Backstop Commitment (subject to any adjustments and rights to assign as set forth herein) upon executing this Backstop Commitment Letter and the Restructuring Support Agreement.

“Prepetition First Lien Facilities” means (i) that certain Note Purchase Agreement, dated as of March 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof), by and among Wilmington Trust, National Association (the “Prepetition First Lien Notes Agent”), the Borrower, as issuer and the noteholders party thereto (the “Prepetition First Lien Noteholders”); and (ii) that certain First Lien Credit Agreement dated as of March 1, 2022, among Holdings, Borrower, Jefferies Finance LLC, as administrative agent and collateral agent (the “Prepetition First Lien Agent”) and the lenders from time to time party thereto (the “Prepetition First Lien Lenders” and together with the Prepetition First Lien Noteholders, the “Prepetition First Lien Holders”), as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

“Pro Rata Share” means with respect to each Prepetition First Lien Holder (x) the aggregate principal amount of outstanding loans or notes held by such Prepetition First Lien Holder, as set forth in the registers for each of the Prepetition First Lien Facilities on the Election Deadline Date (including any

accrued interest, fees, premium (including prepayment premium or make-whole) or other obligations) divided by (y) the aggregate principal amount of outstanding loans or notes held by all Prepetition First Lien Holders (including any accrued interest, fees, premium (including prepayment premium or make-whole) or other obligations) under the Prepetition First Lien Facilities at such time.

“Majority Backstop Commitment Parties” means, at any time, Backstop Commitment Parties having Backstop Commitments outstanding that, taken together, represent at least 50.01% of the sum of the Backstop Commitments outstanding for all the Backstop Commitment Parties at such time.

“Joinder” means a joinder to this letter that is delivered to the Debtors, which joinder shall include (x) from the transferee, the representations and warranties set forth in the second paragraph of Section 3 and (y) from the transferor, the following representation: “The transferor has not engaged in any form of general solicitation or general advertising (within the meaning of Rule 502(c) of the Securities Act) in connection with the underlying assignment giving rise to this joinder.”

“Related Fund” means, with respect to any Backstop Commitment Party, (x) any Affiliate or any other Person that is managed, administered, sub-advised or advised by it or its Affiliates or (y) any other designee or vehicle used by any Backstop Commitment Lender to hold loans or commitments on behalf of such Backstop Commitment Party (including with respect to any derivative or participation transactions that transfers the economics of ownership interest to such designee).

Each Backstop Commitment Party shall have the right to assign its Commitments under the DIP Facility to participating Prepetition First Lien Holders in accordance with the Allocation; *provided* that notwithstanding the Allocation, unless you otherwise agree in writing, each Backstop Commitment Party shall retain exclusive control over all rights and obligations with respect to the DIP Facility, including all obligations to fund the DIP Facility and all rights with respect to consents, modifications, supplements, waivers and amendments, until the DIP Closing Date (as defined in the DIP Term Sheet) and the initial funding shall have occurred. Any unsubscribed portion of the Opportunity as of the Election Deadline Date shall be automatically allocated to, and funded by (if applicable), the Backstop Commitment Parties based on their respective percentages set forth set forth on Schedule 1 hereto.

Each of the parties hereto agrees to use its respective commercially reasonable efforts to assist the Administrative Agent in connection with the Allocation. The Backstop Commitment Parties agree that, following the Allocation, Matrix Parent and its affiliates and the Administrative Agent may conclusively rely on the schedule of commitments provided to the Debtors by the financial advisor for the Backstop Commitment Parties, Houlihan Lokey, including the Lenders listed therein and their respective commitments. None of the Debtors nor any of their affiliates nor any of their respective advisors shall be liable with respect to such schedule.

You acknowledge and agree that nothing in this Backstop Commitment Letter or the nature of our services or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between any Backstop Commitment Party, the Administrative Agent or its affiliates, on the one hand, and you, your equity holders or your affiliates, on the other hand, and you waive, to the fullest extent permitted by law, any claims you may have against any Backstop Commitment Party, the Administrative Agent or its affiliates for breach of fiduciary duty or alleged breach of fiduciary duty in connection with this Backstop Commitment Letter or the transactions contemplated hereby, and agree that no Backstop Commitment Party, the Administrative Agent or affiliates of any of the foregoing will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your equity holders, employees or creditors. You acknowledge that the transactions contemplated hereby (including the exercise of rights and remedies hereunder) are arms'-length commercial transactions and that we and the Administrative Agent are acting

as principal and in our own respective best interests. You are relying on your own experts and advisors to determine whether the transactions contemplated hereby are in your best interests and are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated hereby. In addition, you acknowledge that the Administrative Agent may employ the services of its affiliates in providing certain services hereunder and may exchange with such affiliates information concerning the Debtors and other companies that may be the subject of the transactions contemplated hereby and such affiliates will be entitled to the benefits afforded to the Agents hereunder; *provided*, that any such affiliates receiving information concerning the Debtors and other companies in accordance with this paragraph shall be subject to the same confidentiality obligations provided for in this Backstop Commitment Letter.

3. Information.

You hereby represent and warrant that (a) all written information concerning you and your subsidiaries and your and their respective business (other than financial projections, estimates, forecasts and budgets and other forward-looking information (collectively, the “Projections”) and information of a general economic or industry specific nature) (the “Information”) that has been or will be made available to us or any of our respective affiliates by or on behalf of you is or will be, when furnished and to the best of your knowledge, complete and correct in all material respects, when taken as a whole, and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to the updates provided for in the penultimate sentence of this Section 3) and (b) the Projections that have been or will be made available to us or any of our affiliates by or on behalf of you or any of your representatives have been or will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time made and at the time the related Projections are made available to us or any of our affiliates (it being acknowledged that (i) such Projections are merely a prediction as to future events and are not to be viewed as facts, (ii) such Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, (iii) the actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and (iv) no guarantee or assurance can be given that the projected results will be realized). You agree that if, at any time prior to the entry of the DIP Orders approving the DIP Facility, any of the representations, warranties and covenants in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations, warranties and covenants were being made, at such subsequent time, then you will promptly supplement the Information and the Projections so that such representations, warranties and covenants would be correct in all material respects; *provided*, that for the avoidance of doubt, there will be no requirement to update previously delivered Projections to reflect new assumptions so long as the assumptions were reasonable at the time made and made available to us or any of our affiliates. The accuracy of the foregoing representations and warranties, whether or not cured, shall not be a condition to the obligations of the Backstop Commitment Parties hereunder or the availability of the DIP Facility or the Exit Facility.

Each Backstop Commitment Party acknowledges, agrees, and represents to you that it (w) is an “accredited investor” as such term is defined in Rule 501(a) of the Securities Act of 1933, as amended (the “Securities Act”), (x) is a “qualified institutional buyer” as such term is defined in Rule 144A of the Securities Act, (y) understands that (1) any new common shares of Reorganized Parent (as defined in the Plan (as defined in the Restructuring Support Agreement)) to be acquired by it have not been registered under the Securities Act and (2) that some or all of such securities may be offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Backstop Commitment Party’s representations contained in this letter and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available and (z) has such

knowledge and experience in financial and business matters that such Backstop Commitment Party is capable of evaluating the merits and risks of any new common shares of Reorganized Parent to be acquired by it and understands and is able to bear any economic risks with such investment.

4. Premium.

As consideration for the Backstop Commitments and agreements of the Backstop Commitment Parties hereunder and under the Restructuring Support Agreement, the Debtors agree to pay (or cause to be paid) to the Backstop Commitment Parties (or, at any Backstop Commitment Party's option and upon joinder to this letter of a Related Fund in accordance with Section 1, its Related Fund), a non-refundable backstop premium equal to \$9 million (the "Backstop Commitment Premium"), which shall be allocated to each Backstop Commitment Party, in an amount equal to (1) its percentage set forth on Schedule 1 hereto (the "Backstop Percentage"), multiplied by (2) the Backstop Commitment Premium, which shall be fully earned, nonrefundable and non-avoidable on the execution of this Backstop Commitment Letter and payable to each Backstop Commitment Party on the DIP Closing Date (as defined in the DIP Term Sheet) in the form of the Tranche B Loans held by such Lender in accordance with the DIP Credit Agreement. The Tranche B Loans, (a) as and when required by the DIP Credit Agreement will be subject to the Exit Premium (as defined in the DIP Credit Agreement), if applicable, and (b) upon emergence pursuant to an Plan of Reorganization (as defined in the DIP Credit Agreement), shall convert into 10% of the new common shares of the reorganized Parent (subject to dilution as set forth in the Plan).

5. Payments and Fees

The Debtors agree to pay the out-of-pocket costs and expenses (the "Fronting Expenses") incurred in connection with the initial funding of the New Money Loans by the Fronting Lender and any assignments made by such Fronting Lender(s) to the Backstop Commitment Parties in connection therewith; it being understood and agreed that no fronting or other fee will be charged by the Fronting Lender in connection with the Tranche A Loans.

6. Conditions.

The Backstop Commitment Parties' Backstop Commitments and agreements hereunder in respect of the DIP Facility are subject solely to the satisfaction (or waiver) of the conditions precedent set forth in the DIP Credit Agreement that are applicable to the relevant borrowing. Subject to the DIP Orders, there are no conditions (implied or otherwise) to the Backstop Commitments hereunder in respect of the DIP Facility, and there will be no conditions (implied or otherwise) to the availability or the initial funding of the DIP Facility on the DIP Closing Date, including compliance with the terms of this Backstop Commitment Letter or the DIP Credit Agreement, other than those that are expressly stated in the applicable sections of the DIP Credit Agreement relevant to the availability or the initial funding of the DIP Facility on the DIP Closing Date.

7. Indemnification.

You agree to indemnify and hold harmless each Backstop Commitment Party and the Administrative Agent, their respective affiliates and their and their affiliates' officers, directors, employees, agents, attorneys, accountants, advisors (including investment managers and advisers), consultants, representatives, controlling persons, members and permitted successors and assigns (each, an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and expenses, joint or several ("Losses") to which any such Indemnified Person may become subject arising out of or in connection with this Backstop Commitment Letter or any claim, litigation, investigation or proceeding relating to any of the foregoing; *provided* that the foregoing indemnity will not, as to any Indemnified

Person, apply to Losses to the extent (a) they are found in a final non-appealable judgment of a court of competent jurisdiction to have resulted from such Indemnified Person's (i) gross negligence, bad faith, fraud or willful misconduct or (ii) material breach of its obligations under this Backstop Commitment Letter, or (b) they relate to a dispute solely among Indemnified Persons and not arising out of any act or omission of the Debtors or any of their respective subsidiaries (other than any claim, litigation, investigation or proceeding against the Administrative Agent in its capacity or in fulfilling its role as such).

None of you, the other Debtors, any of your or their respective subsidiaries, we nor any other Indemnified Person will be responsible or liable to one another for any indirect, special, punitive or consequential damages which may be alleged as a result of or arising out of, or in any way related to, the DIP Facility, the Exit Facility, the enforcement of this Backstop Commitment Letter, the definitive documentation for the DIP Facility or the Exit Facility, or any ancillary documents and security arrangements in connection therewith; provided that your indemnity and reimbursement obligations under this Section 7 shall not be limited by this sentence.

8. Assignments, Amendments.

This Backstop Commitment Letter shall not be assignable by you or us without the prior written consent of the other parties hereto (and any attempted assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto, the Indemnified Persons and with respect to Section 2, Section 7 and this Section 8, the Administrative Agent, and is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the parties hereto, the Indemnified Persons and with respect to Section 2 and Section 7 and this Section 8, the Administrative Agent. Notwithstanding anything set forth in Section 1, Section 2 or this Section 8 to the contrary, each Backstop Commitment Party (a) shall assign all or a portion of its Backstop Commitment solely in connection with the Allocation pursuant to Section 2 above (subject to the terms and conditions set forth therein) and (b) may assign its respective Backstop Commitment, in whole or in part, to any Related Fund of any Backstop Commitment Party, or to any other Backstop Commitment Party, and in the case of each of (a) and (b), (i) to the extent such transferee is not already a party hereto, upon the execution by such transferee of a Joinder and (ii) provided that, with respect to any assignment of Tranche B Loans, such assignment assigns the right to receive new common shares of Reorganized Parent proportionally to such underlying Tranche B Loans being assigned. This Backstop Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Backstop Commitment Parties and you.

This Backstop Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Backstop Commitment Letter by facsimile or other electronic transmission (including E-Signature) shall be effective as delivery of a manually executed counterpart hereof. Section headings used herein are for convenience of reference only, are not part of this Backstop Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Backstop Commitment Letter. You acknowledge that information and documents relating to the DIP Facility and/or Exit Facility may be transmitted through the internet, e-mail or similar electronic transmission systems and that neither any Backstop Commitment Party nor any Agent, nor any of their respective affiliates, shall be liable for any damages arising from the unauthorized use by others of information or documents transmitted in such manner.

This Backstop Commitment Letter supersedes all prior understandings, whether written or oral, between us with respect to the DIP Facility and the Exit Facility.

9. Governing Law, Etc.; Jurisdiction.

THIS BACKSTOP COMMITMENT LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS BACKSTOP COMMITMENT LETTER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER STATE), EXCEPT TO THE EXTENT NEW YORK LAW IS SUPERSEDED BY THE BANKRUPTCY CODE.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the non-exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City, and any appellate court from any thereof and the Bankruptcy Court, in any suit, action or proceeding arising out of or relating to this Backstop Commitment Letter or the DIP Facility, and agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, or, to the extent applicable, the Bankruptcy Court; *provided* that suit for the recognition or enforcement of any judgment obtained in any such court may be brought in any other court of competent jurisdiction, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Backstop Commitment Letter or the DIP Facility in any New York State court, in any such Federal court or in Bankruptcy Court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court, and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS BACKSTOP COMMITMENT LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

11. Confidentiality.

This Backstop Commitment Letter is delivered to the Debtors on the understanding that neither this Backstop Commitment Letter nor any of its terms or substance shall be disclosed, directly or indirectly, to any other person or entity except (a) you and your officers, directors, employees, legal counsel, accountants, auditors, financial advisors, existing and prospective holders of indebtedness and their respective affiliates, representatives, officers, directors and legal counsel (b) in any legal, judicial or administrative proceeding or as otherwise required by law or regulation or as requested by a governmental authority (in which case you agree, to the extent not prohibited by law, to inform Backstop Commitment Parties promptly in advance thereof), (c) the office of the U.S. Trustee, any *ad-hoc* or statutorily appointed committee of unsecured creditors, and their respective representatives and professional advisors on a confidential and “need to know” basis, (d) to the Bankruptcy Court, in a redacted manner in form and substance reasonably satisfactory to the Backstop Commitment Parties, to the extent required to obtain Bankruptcy Court approval in connection with any acts or obligations to be taken pursuant to this Backstop

Commitment Letter or the transactions contemplated hereby and (e) you may disclose the aggregate fee amounts contained herein, as part of pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering or marketing materials or in any public or regulatory filing relating to the Transactions.

Each Backstop Commitment Party agrees to keep confidential, and not to publish, disclose or otherwise divulge, confidential information with respect to the transactions contemplated hereby or obtained from or on behalf of you or your respective affiliates in the course of the transactions contemplated hereby, except that the Backstop Commitment Parties shall be permitted to disclose such confidential information (a) to their affiliates and their and their affiliates' respective directors, officers, agents, employees, attorneys, accountants, auditors and advisors involved in the transactions contemplated hereby on a "need to know" basis and who are made aware of and agree to comply with the provisions of this paragraph, in each case on a confidential basis (with the Backstop Commitment Party responsible for such persons' compliance with this paragraph), (b) on a confidential basis to any bona fide prospective Lender, prospective participant or swap counterparty (in accordance with the terms of the DIP Credit Agreement) that agrees to keep such information confidential in accordance with (x) the provisions of this paragraph (or language substantially similar to this paragraph that is reasonably acceptable to you) for your benefit or (y) other customary confidentiality language in a "click-through" arrangement, (c) as required by the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, regulation or compulsory legal process (in which case you agree, to the extent not prohibited by law, to inform Backstop Commitment Parties promptly in advance thereof), (d) to the extent such information: (i) becomes publicly available other than as a result of a breach of this Backstop Commitment Letter or other confidentiality obligation owed by such Backstop Commitment Party to you or your affiliates or (ii) becomes available to the Backstop Commitment Parties on a non-confidential basis from a source other than you or on your behalf that, to such Backstop Commitment Party's knowledge, is not in violation of any confidentiality obligation owed to you or your affiliates, (e) to the extent you shall have consented to such disclosure in writing (which may include through electronic means), (f) as is necessary in protecting and enforcing the Backstop Commitment Parties' rights with respect to this Backstop Commitment Letter and/or the DIP Facility, (g) to the extent independently developed by such Backstop Commitment Party or its affiliates without reliance on confidential information, (h) with respect to the existence and contents of the DIP Credit Agreement, in consultation with you, to the rating agencies or (i) with respect to the existence and contents of this Backstop Commitment Letter and the DIP Facility, to market data collectors or similar service providers in connection with the arrangement, administration or management of the DIP Facility and to industry trade organizations where such information with respect to the DIP Facility is customarily included in league table measurements. The Backstop Commitment Parties' and their respective affiliates', if any, obligations under this paragraph shall terminate automatically to the extent superseded by the confidentiality provision in the DIP Credit Agreement upon the effectiveness thereof and, in any event, will terminate one year from the date hereof.

## 12. Miscellaneous.

The Backstop Commitment Parties hereby notify the Debtors that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it and its affiliates are required to obtain, verify and record information that identifies Matrix Parent and each other Debtor, which information includes names, addresses, tax identification numbers and other information that will allow the Backstop Commitment Parties and their respective affiliates to identify Matrix Parent and each other Debtor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Backstop Commitment Parties and their respective affiliates.

Absent a change in applicable tax law or a contrary determination (as defined in Section 1313(a) of the Internal Revenue Code of 1986, as amended), each of the parties hereto agrees (i) the Backstop Commitment Premium and the Termination Premium shall be treated as premiums paid by the Debtors to the relevant Backstop Commitment Party in exchange for the issuance of a put right to Matrix Parent with respect to the DIP Facility and (ii) to not take any tax position inconsistent with the tax treatment described in clause (i).

Each of the parties hereto agrees that this Backstop Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the definitive documentation for the DIP Facility and the Exit Facility by the parties hereto in a manner consistent with this Backstop Commitment Letter, it being acknowledged and agreed that the availability of the DIP Facility and Exit Facility is subject to the conditions precedent expressly set forth in Section 6 hereof.

If the foregoing correctly sets forth our agreement, please indicate the Debtors' acceptance of the terms of this Backstop Commitment Letter by returning to the Backstop Commitment Parties executed counterparts of this Backstop Commitment Letter not later than 11:59 p.m., New York City time, on July 23, 2024. This offer will automatically expire at such time if the Backstop Commitment Parties have not received such executed counterparts in accordance with the preceding sentence. This Backstop Commitment Letter and the Backstop Commitments and agreements hereunder shall automatically terminate on the earlier of (i) July 31, 2024, unless the Petition Date has occurred by such date or (ii) after the Termination Date (as defined in the Restructuring Support Agreement) or the Restructuring Support Agreement otherwise ceases to be in full force and effect, in each case unless extended (by not more than 30 calendar days) by agreement of you and the Majority Backstop Commitment Parties (which agreement may be evidenced by email of counsel). Notwithstanding the immediately preceding sentence, Section 4 above, as well as the indemnification, confidentiality, Allocation, information, jurisdiction, governing law and waiver of jury trial provisions contained herein shall remain in full force and effect in accordance with their terms notwithstanding the termination of this Backstop Commitment Letter or the Backstop Commitment Parties' Backstop Commitments hereunder. Your obligations under this Commitment Letter, other than those pursuant to Section 4 and with respect to the Allocation and confidentiality, shall automatically terminate and be superseded by the applicable provisions in the DIP Credit Agreement and the Exit Facility Credit Agreement, in each case, to the extent covered thereby, upon the initial funding on the DIP Closing Date or the occurrence of the Exit Conversion, and you shall be released from all liability in connection therewith at such time.

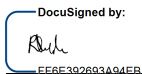
[Signature Pages follow.]

The Backstop Commitment Parties are pleased to have been given the opportunity to assist Matrix Parent and the other Debtors in connection with the DIP Facility.

*Signature page to Backstop Commitment Letter*

Accepted and agreed to as of July 23, 2024:

**MATRIX INTERMEDIATE INC.  
MATRIX HOLDCO, LLC,  
MATRIX PARENT, INC.  
WE DO TECHNOLOGIES AMERICAS, INC.  
MOBILE ACQUISITION CORP.  
MOBILEUM, INC.  
UNWIREDSOFT, INC.  
PHASE 3 INNOVATIONS HOLDINGS, INC.  
SIGOS LLC  
DEVELOPING SOLUTIONS INC.  
CONVENE NETWORKS LLC**

By:  \_\_\_\_\_  
Name: Ripu Singh  
Title: Chief Operating Officer and Chief Financial Officer

*Signature page to Backstop Commitment Letter*

**Schedule 1**

Backstop Commitment

**INTENTIONALLY OMITTED**

**Exhibit A**

DIP Term Sheet

**INTENTIONALLY OMITTED**

**Exhibit B**

Exit Term Sheet

**INTENTIONALLY OMITTED**

**Exhibit 4**

**Governance Term Sheet**

### Proposed Governance Terms for Reorganized Parent

This term sheet (“**Term Sheet**”) presents certain material terms relating to the corporate governance of Reorganized Parent (the “**Company**”), in connection with the restructuring (the “**Restructuring**”) of the debt obligations and equity of the Company and its subsidiaries. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Joint Chapter 11 Plan of Mobileum, Inc. and its Affiliated Debtors (the “**Plan**”).

THIS TERM SHEET DOES NOT CONSTITUTE (NOR WILL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY CHAPTER 11 PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY AND OTHER APPLICABLE LAW.

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Corporate Form:</b>     | Commercially reasonable efforts will be used to cause the Company to be a Delaware limited liability company (taking into account, among other things, the tax consequences of doing so). The reorganized Company shall not initially be a reporting company under the Securities Exchange Act of 1934, as amended (the “ <b>Exchange Act</b> ”). The Company shall be taxed as a corporation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Capital Structure:</b>  | The capital structure of the Company shall initially consist of one class of common units. The capital structure shall also reflect the warrant interests contemplated by the Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Board of Directors:</b> | <p><u>Number of Directors:</u> The Board of Directors of the Company (the “<b>Board</b>”) will consist of five directors (each, a “<b>Director</b>”) as follows:</p> <ul style="list-style-type: none"> <li>• The Chief Executive Officer of the Company (the “<b>CEO Director</b>”);</li> <li>• One (1) Director appointed by [KKR] who is not an employee of [KKR] (the “<b>[KKR] Director</b>”), for so long as [KKR] owns either (i) at least [7.5]% of the Company’s outstanding equity interests or (ii) at least [75]% of the Company’s outstanding equity interests that [KKR] held as of the Effective Date;</li> <li>• One (1) Director appointed by [Brigade] who is not an employee of [Brigade] (the “<b>[Brigade] Director</b>”), for so long as [Brigade] owns either (i) at least [7.5]% of the Company’s outstanding equity interests or (ii) at least [75]% of the Company’s outstanding equity interests that [Brigade] held as of the Effective Date;</li> <li>• One (1) Director appointed by [Ares]<sup>1</sup> who is not an employee of [Ares] (the “<b>[Ares] Director</b>” and together with the [KKR] Director and [Brigade] Director, the “<b>Designated Directors</b>”), for so long as [Ares] owns either (i) at least [7.5]% of the Company’s outstanding equity interests or (ii) at least [75]% of the Company’s outstanding equity interests that [Ares] held as of the</li> </ul> |

<sup>1</sup> **Note to Draft:** With respect to director appointment rights, “Ares” refers to the funds, investment vehicles, and accounts managed or advised by Ares Management LLC or its affiliates, other than Ivy Hill Asset Management, L.P., which hold [common / outstanding equity interests] in the Company.

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Effective Date;</p> <ul style="list-style-type: none"> <li>• One (1) Director appointed by the holders with director appointment rights (i.e., each of [KKR], [Brigade] and [Ares] for so long as each own either (i) at least [7.5]% of the Company's outstanding equity interests or (ii) at least [75]% of the Company's outstanding equity interests that such holder held as of the Effective Date) (the "<b><i>Jointly Appointed Director</i></b>"), which Director shall initially be [Tripp Lane].</li> </ul> <p>The Designated Directors shall be appointed in consultation with (a) the Ad Hoc Group of First Lien Lenders and (b) the Company.</p> <p>Directors not subject to the rights of designation set forth above (including because of the loss of appointment rights) (each, a "<b><i>Non-Designated Director</i></b>"), if any, shall be appointed by the holders of a majority of the Company's outstanding equity interests present at a meeting at which a quorum is present (<u>provided</u>, that any Initial Additional Director shall initially be appointed by the Board as set forth below).</p> <p><u>Increasing Board Size.</u> The Board may, by an affirmative vote of the majority of the Board increase the number of Directors from five (5) to up to seven (7) Directors. Any newly created director seats shall initially be filled by the Board (the "<b><i>Initial Additional Directors</i></b>"), and such Director shall thereafter be a Non-Designated Director.</p> <p><u>Director Removal/Replacement; Vacancies:</u> Designated Directors may only be removed by, and any vacancy created by the resignation, death, removal or otherwise of such Designated Director may only be filled by, the holder with the right to appoint such Designated Director. The Jointly Appointed Director may only be removed by, and any vacancy created by the resignation, death, removal or otherwise of such Jointly Designated Director may only be filled by, unanimous agreement of the holders with the right to appoint such Jointly Designated Director at the time of such removal or replacement. The CEO Director shall be automatically removed once such person is no longer CEO. A Non-Designated Director may only be removed by, and vacancy created by the resignation, death, removal or otherwise of a Non-Designated Director may only be filled by, the affirmative vote of the holders of at least a majority of the outstanding equity of the Company.</p> <p><u>Quorum:</u> Majority.</p> <p><u>Board Voting:</u> Majority of those present at a meeting or by unanimous written consent.</p> <p><u>Chairman/Lead Director:</u> The Chairman / non-executive lead director will be selected by the Board.</p> <p><u>Board Fees/Expenses:</u> Each Director who is not an employee of the Company or of any equity holder, and is independent from the Company and any holder that has a right to designate any director, in each case, [as determined by the NYSE standard for director independence,]<sup>3</sup> shall be</p> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

<sup>3</sup> **Note to Draft:** Under further review.

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <p>entitled to reasonable fees and expenses for participating on the Board and, if approved by the Board, any committee of the Board. All other Directors shall be entitled to reimbursement for all reasonable expenses incurred in connection with any Board or committee meeting.</p> <p><u>Fiduciary Duties:</u> To the maximum extent permitted by law, there will be a waiver of fiduciary duties for the Directors. The officers of the Company will be subject to the same fiduciary duties as under a Delaware corporation.</p> <p><u>Observer Rights:</u></p> <ul style="list-style-type: none"> <li>• Each of [Ares], [KKR] and [Brigade] will have the right to designate two (2) non-voting observer to the Board.</li> <li>• The Ad Hoc Crossover Group, acting collectively, will have the right to designate one (1) non-voting observer to the Board.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Transfer/Resale Restrictions:</b> | <p>The new common equity issued by the Company under the Plan will be exempt from registration under the U.S. Securities Act of 1933, as amended (the “<i>Securities Act</i>”), pursuant to, and to the fullest extent under, section 1145 of the Bankruptcy Code.</p> <p>Generally, no restrictions on transfer on the common equity (other than (i) as required by securities laws, including to the extent such transfer would subject the Company to any SEC reporting obligations, (ii) limits on transfers to competitors, (iii) to the extent necessary or appropriate to preserve favorable tax attributes of the Company and (iv) execution of a joinder to the [LLC Agreement]).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Tag-Along Rights:</b>             | <p>All holders of the outstanding equity of the Company will have customary tag-along rights with respect to any transfer by one or more Company equity holders of 30% or more of the outstanding equity of the Company (each, a “<i>Primary Seller</i>”) in any transaction or series of related transactions (a “<i>Tag-Along Sale</i>”), and will have the right to transfer their respective pro rata portion of the common equity at the same price and on the same terms as the Primary Seller. No equity holder exercising its tag-along rights (each, a “<i>Tag-Along Seller</i>”) shall be required to agree to any restrictive covenants, other than customary confidentiality covenants.</p> <p>Each Tag-Along Seller shall only be obligated to make or provide (i) customary representations and warranties regarding their legal status and authority, and their ownership of the common equity being transferred and (ii) the same covenants, indemnities and agreements as the Primary Seller makes or provides in connection with a Tag-Along Sale (except that in the case of covenants, indemnities and agreements pertaining specifically to the Primary Seller or their units (“<i>Individual Reps and Covenants</i>”), the Tag-Along Seller shall make the comparable covenants, indemnities and agreements pertaining specifically only to itself and its units) <u>provided</u>, that all representations, warranties, covenants and indemnities shall be made by each Primary Seller and each Tag-Along Seller severally and not jointly and any indemnification obligation in respect of breaches of representations and warranties shall be pro rata based on the consideration received by each Primary Seller and each Tag-Along Seller, in each case, in an amount not to exceed the aggregate proceeds actually received by each such Primary</p> |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | Seller and Tag-Along Seller in connection with any Tag-Along Sale, except that any indemnities or other liabilities in respect of the Individual Reps and Covenants of a Primary Seller or Tag-Along Seller shall be borne solely by such Primary Seller or Tag-Along Seller.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Drag-Along Rights:</b> | <p>If (a) holders of outstanding equity of the Company propose to sell common equity representing more than 50% of the total outstanding equity of the Company (the “<b>Dragging Holders</b>”), in any transaction or series of related transactions, to any purchaser other than to an affiliate of the Dragging Holders, or (b) the Dragging Holders propose to consummate any transaction involving the sale, transfer, lease or other disposition of all or substantially all of the Company’s assets or properties or any merger, recapitalization, consolidation or restructuring or any other transaction that would result in a change of control of the Company to any purchaser other than an affiliate of the Dragging Holders, in each case, then each other holder, at the election of the Dragging Holders will be required (on customary terms and conditions) to include the pro rata portion of their common equity in such sale and/or vote their common equity and take any other actions in furtherance thereof on the same terms and conditions applicable to the Dragging Holders (and shall waive all appraisal and related rights related to such sale/transaction). No equity holder that is not a Dragging Holder shall be required to agree to any restrictive covenants, other than customary confidentiality covenants.</p> <p>The same provisions with respect to the representations, warranties, covenants, indemnities and agreements covered in “Tag-Along Rights” above shall also apply to drag-along rights.</p> |
| <b>Preemptive Rights:</b> | <p>Prior to a qualified IPO, any holder (aggregated with all of its affiliates and related funds) of more than two percent (2%) of the outstanding equity of the Company will have customary preemptive rights on all issuances by the Company and its subsidiaries of (i) equity securities, (ii) convertible debt securities and (iii) other securities issued in any private placement or which carry with them a right to receive Company equity securities (subject in each case to customary exceptions to be mutually agreed) (such preemptive rights, collectively, the “<b>Preemptive Rights</b>”). Each holder with Preemptive Rights may assign its Preemptive Rights to its affiliates.</p> <p>With respect to the foregoing ownership threshold required to receive Preemptive Rights, the [LLC Agreement] will provide that an equity holder cannot lose its Preemptive Rights via dilution due to subsequent issuances of common equity and instead will provide that a holder can only lose its Preemptive Rights if it sells an amount of common equity to a third party that would cause it to fail to meet the two percent (2%) ownership threshold following such sale.</p>                                                                                                                                                                                                                                                                                                                                                       |
| <b>Amendments:</b>        | <p>Any amendments to the [LLC Agreement] that by their terms are disproportionately and materially adverse to a particular equity holder, or a particular group of holders, as compared to all other holders will require the prior written consent of such holder or a majority of such affected holders.</p> <p>Any amendments to any provision related to transfer restrictions, tag-along rights, drag-along rights, preemptive rights, information rights, affiliate transactions or the amendment provision (other than <i>de minimis</i> changes</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | <p>that affect all holders proportionately), or any waiver of any material provision related to any of the foregoing, shall require the affirmative consent of the holders of at least two-thirds of the outstanding equity of the Company; <u>provided</u>, that any such amendment that adversely affect the Ad Hoc Crossover Group, excluding, in each case, for amendments or waivers regarding administrative or ministerial matters applicable to all holders that have no economic impact on holders that are not material to their interests, shall require the affirmative consent of each Ad Hoc Crossover Group member (so long as such member continues to hold equity interests of the Company).</p> <p>Any amendment to the Ad Hoc Crossover Group's collective right to appoint a non-voting observer to the Board shall require the affirmative consent of each Ad Hoc Crossover Group holder (so long as such member continues to hold equity interests of the Company).</p> |
| <b>Information Rights:</b>      | <p>All holders will be subject to customary confidentiality restrictions. The Company will provide (i) each holder with annual audited and quarterly unaudited financial reports and (ii) with respect to (x) any holder (aggregated with all of its affiliates and related funds) that was a member of the Ad Hoc Group of First Lien Lenders or the Ad Hoc Crossover Group of more than one percent (1%) of the outstanding equity of the Company for so long as such holder holds more than one percent (1%) of the outstanding equity of the Company or (y) any other holder (aggregated with all of its affiliates and related funds) of more than five percent (5%) of the outstanding equity of the Company, access to quarterly earning calls (which may be combined with the quarterly earnings call under the loan documents), each within customary time periods following the end of the relevant reporting period or event, as applicable.</p>                                   |
| <b>Affiliate Transactions:</b>  | <p>All transactions with affiliates of the Company (including portfolio companies of equity holders) will require approval of a majority of the disinterested Directors (subject to customary exceptions).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Termination:</b>             | <p>Upon the occurrence of a qualified IPO or listing on the NYSE or NASDAQ, the foregoing provisions of the operating agreement shall automatically terminate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Registration Rights:</b>     | <p>Following a qualified IPO, the equity holders will have customary demand and piggyback registration rights.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Corporate Opportunities:</b> | <p>The equity holders will be under no obligation to present corporate opportunities to the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Non-Impairment:</b>          | <p>Nothing in the new organizational documents would reasonably be expected to be materially adverse to the lenders under the loan documents in their capacity as such.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Publicity:</b>               | <p>Except as required by law or as otherwise agreed to between the Company and a holder, the Company shall not use the name of a holder or any of its affiliates in any press release or other public statement without such holder's prior written consent.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Exhibit 5**

**Litigation Proceeds Term Sheet**

**H.I.G. Restructuring Proposal**

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Litigation Proceeds</i></b> | <p>H.I.G. and its current counsel shall continue to prosecute <i>Matrix Parent, Inc. v. Audax Management Co.</i>, Case No. N23C-10-212 MAA CCLD (Del. Super. 2023) and any appeals therefrom (collectively, the “<b>Audax Litigation</b>”) on behalf of itself and Matrix Parent, Inc. Proceeds of (i) the Audax Litigation and any other proceeds of claims transferred to the Litigation Trust in accordance with this Term Sheet (the “<b>Audax Proceeds</b>”) and (ii) the RWI Policy (“<b>RWI Policy Proceeds</b>”) and together with Audax Proceeds, the “<b>Proceeds</b>”) shall be shared among H.I.G. and Matrix Parent, Inc. (together with any successor, assignee, transferee or restructured entity holding interest in the claims or Litigation Trust described herein or the Proceeds, the “<b>Company</b>”) in accordance with the following waterfall:</p> <ul style="list-style-type: none"> <li>• <b>First:</b> To repay in full on a pro rata basis: <ul style="list-style-type: none"> <li>○ (i) all of H.I.G.’s litigation costs and expenses in connection with (a) pursuing recoveries from the Audax Proceeds based on affirmative claims of the plaintiffs in the Audax Litigation; <i>provided</i> that proceeds from only the RWI Policy recovered to pay for expenses pursuant to this clause (a) shall not exceed \$8 million; (b) pursuing recoveries under the RWI Policy, including all costs and expenses of Hunton Andrews Kurth LLP as insurance counsel and recovery for any deductible under the RWI Insurance paid for or payable by H.I.G.; and (c) defending the Chancery Suit, including all legal fees and expenses related thereto to the extent not otherwise previously indemnified by the Company or else reimbursed under the Policies;</li> <li>○ (ii) all of the Company’s litigation costs and expenses in connection with (a) pursuing recoveries from the Audax Proceeds based on affirmative claims of the plaintiffs in the Audax Litigation; and (b) defending the Chancery Suit, including all legal fees and expenses related thereto to the extent not otherwise reimbursed under the Policies</li> <li>○ (iii) any fees and expenses of Milbank LLP incurred in connection with H.I.G.’s prosecution of the Audax Litigation following consummation of the Restructuring (as defined below) as counsel to the former 1L Ad Hoc Group (as defined below).</li> </ul> </li> <li>• <b>Second:</b> Allocated amongst H.I.G. and the Company at a ratio of 50% in favor of H.I.G. and 50% in favor of the Company until the Company has recovered \$200 million of the Proceeds, net of any tax obligations arising in connection with any such Proceeds, including any tax obligations of or payable by the</li> </ul> |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        | <p>Company; <i>provided, that</i>, to the maximum extent permitted by applicable Law, the receipt of Proceeds shall be reported for U.S. federal and state tax purposes as a non-taxable adjustment to purchase price.</p> <ul style="list-style-type: none"> <li>• <b>Third:</b> Additional proceeds shall be payable solely to H.I.G. until H.I.G. has recovered an additional \$65 million, net of any tax obligations, in excess of its recoveries in the first and second clauses herein.</li> <li>• <b>Fourth:</b> All remaining proceeds to be allocated amongst H.I.G. and the Company at a ratio of 50% in favor of H.I.G. and 50% in favor of the Company.</li> </ul> <p>H.I.G. shall pay all go-forward costs of the Audax Litigation.</p> |
| <b><i>Releases</i></b>                                 | Customary mutual releases and exculpations to be (i) executed by the Company, the lenders party to any restructuring support agreement documenting the terms herein, and H.I.G., in the event of an out-of-court Restructuring or (ii) included in the Company's chapter 11 plan of reorganization in the event of an in-court Restructuring, in each case acceptable to the 1L Ad Hoc Group.                                                                                                                                                                                                                                                                                                                                                         |
| <b><i>H.I.G. Support and Vote</i></b>                  | H.I.G. agrees to cooperate in the restructuring of the Company (a " <b>Restructuring</b> ") including cooperating in connection with any operational transition and supporting and voting to accept an in-court or out-of-court Restructuring.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b><i>Information Sharing</i></b>                      | Subject to its confidentiality obligations, the Company will agree to share with H.I.G. copies of all restructuring proposals and counterproposals that the Company receives from, or delivers to, its existing lenders or other third parties. H.I.G. agrees to share documents, factual material, mental impressions, strategies, legal theories, memoranda, interview reports and other information, including privileged or protected materials from other professionals or third parties (including experts) relating in any way to the Audax Litigation.                                                                                                                                                                                        |
| <b><i>Restructuring Costs</i></b>                      | The Company shall pay all reasonable and documented fees and out of pocket expenses of H.I.G.'s outside restructuring counsel, Simpson Thacher & Bartlett LLP, in connection with the negotiation, documentation, and implementation of a Restructuring upon the consummation of the Restructuring, in an amount not to exceed \$750,000.                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b><i>Representations and Warranties Insurance</i></b> | Proceeds recovered under the representations and warranties policy no. ET111-003-478 issued to Matrix Parent, Inc. with a policy term of March 1, 2022 to March 1, 2025 (the " <b>RWI Policy</b> ") shall be shared                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                             | between H.I.G. and the Company in accordance with the waterfall set forth in the “Litigation Proceeds” section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b><i>Matrix Topco, LP<br/>Directors and<br/>Officers<br/>Insurance</i></b> | <p>H.I.G. will continue to submit defense costs incurred by or on behalf of H.I.G. Mobile, LP, Matrix Topco, LP, Matrix Topco GP, LLC; H.I.G. Technology Partners, LLC; Nishant Nayyar; Alexander Thorn and Gavin Patterson (collectively the “<b>Matrix Defendants</b>”) to Federal Insurance Company and Zurich American Insurance Company in connection with the defense of the suit captioned <i>AG Mobile Holdings, L.P. v. H.I.G. Mobile, LP, Matrix Topco, LP, Matrix Topco GP, LLC; H.I.G. Technology Partners, LLC; Nishant Nayyar; Alexander Thorn and Gavin Patterson</i>, in the Court of Chancery of the State of Delaware C.A. no. 2023-1103 (the “<b>Chancery Suit</b>”).</p> <p>H.I.G., the Matrix Defendants, and any parties paying on behalf of the Matrix Defendants, including H.I.G. Europe Middle Market Holdings, L.P., H.I.G. Matrix Co-Investors, L.P., H.I.G. Middle Market LBO Fund III, L.P., H.I.G. Technology Partners A, L.P., H.I.G. Technology Partners B, L.P., Co-Investment Tech, Co-Investment MM III, and Co-Investment EE MM, shall retain all existing rights to coverage, including policy proceeds, under the Federal Insurance Company Directors and Officers policy number 8262-8664, or under the excess Directors and Officers policy number MLP 7916992-1 issued by Zurich American Insurance Company (the “<b>Policies</b>”), both issued for the terms of March 1, 2023 to March 1, 2024, and extended for an additional twelve months through March 1, 2025.</p> <p>Any costs or expenses of the Matrix Defendants or any other officers or directors of the Company, whether in respect of the Chancery Suit or otherwise, shall be fully indemnified by the Company to the extent those costs and expenses are covered by and will be reimbursed in full under the Policies, or else each of the Matrix Defendants and such other officers and directors of the Company covered by the Policies, may seek reimbursement for such costs and expenses directly under the Policies, in each case including upon the effectiveness of any Restructuring.</p> |
| <b><i>Litigation Trust &amp;<br/>Governance</i></b>                         | H.I.G., the Company, and the 1L Ad Hoc Group will establish a Litigation Trust, on terms consistent with this term sheet and otherwise acceptable to H.I.G., the Company, and the 1L Ad Hoc Group, and each of H.I.G., the Company, the members of the 1L Ad Hoc Group, and any Consenting Creditor (as defined in the RSA) will contribute their respective claims that relate to or arise from the facts underlying the allegations in the Audax Litigation to the Litigation Trust. All Proceeds recovered by the Litigation Trust shall be shared in accordance with the allocation of proceeds waterfall set forth in the “Litigation Proceeds” section herein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>H.I.G. and its current counsel shall continue to prosecute the Audax Litigation on behalf of the Litigation Trust, including the right to propose, respond to, accept or reject settlement offers, subject to the below. The ad hoc group of lenders represented by Milbank LLP (the “<b>1L Ad Hoc Group</b>”), as applicable, and the Company (and with the 1L Ad Hoc Group, the “<b>Consent Parties</b>”) shall have the following consent rights over settlements of the Audax Litigation:</p> <ol style="list-style-type: none"> <li>1. H.I.G. shall not accept nor offer a settlement proposal below \$50 million without the Consent Parties’ consent; and</li> <li>2. H.I.G. shall not reject a settlement proposal above \$150 million without the Consent Parties’ consent.</li> </ol> <p>The Consent Parties must each respond in writing (which may be by e-mail) to H.I.G.’s request for consent within 7 days following receipt of a consent request. The Consent Parties’ failure to respond within 7 days shall be treated as consent.</p> <p>H.I.G. and the Consent Parties shall resolve all disputes related to the Consent Parties’ consent rights regarding settlements through a binding, confidential dispute resolution process, to be completed within 30 business days (or such shorter time as may be necessary where there are exigent litigation deadlines), to be determined by an independent arbitrator. The arbitrator will determine whether H.I.G.’s proposed acceptance or rejection of any settlement proposal is reasonable and supported by the viability of the claims and relevant facts and circumstances regarding the Audax Litigation.</p> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Exhibit B**

**Joinder**

## FORM OF JOINDER AGREEMENT FOR CONSENTING CREDITORS

This joinder agreement to the Restructuring Support Agreement, dated as of July 23, 2024 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”), between the Debtors, the Consenting Creditors, and the Consenting Sponsor, each as defined in the Agreement, is executed and delivered by \_\_\_\_\_ (the “**Joining Party**”) as of \_\_\_\_\_, 2024. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder Agreement as **Annex I** (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions thereof).

2. Effectiveness. Upon (i) delivery of a signature page for this joinder and (ii) written acknowledgement by the Debtors, the Joining Party shall hereafter be deemed to be a “Subsequent Consenting Creditor” and a “Party” for all purposes under the Agreement and with respect to any and all Claims held by such Joining Party.

3. Representations and Warranties. With respect to the aggregate principal amount of Claims set forth below its name on the signature page hereto, the Joining Party hereby makes the representations and warranties of the Consenting Creditors, as set forth in Sections 10 and 25 of the Agreement to each other Party to the Agreement.

4. Governing Law. This joinder agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflict of laws provisions which would require the application of the law of any other jurisdiction.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Joining Party has caused this joinder to be executed as of the date first written above.

**[JOINING PARTY]**

By: \_\_\_\_\_

Name:

Title:

|                             |      |
|-----------------------------|------|
| Claims (principal amount)   |      |
| - First Lien Claims         | US\$ |
| - Second Lien Claims        | US\$ |
| - Existing Equity Interests |      |
| - Other (please describe)   |      |

Notice Address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

Acknowledged:

**MOBILEUM, INC.**  
**(on behalf of the Debtors)**

By: \_\_\_\_\_

Name:

Title:

## Exhibit C

### **Milestones**

The Consenting Creditors' support for the Transaction shall be subject to the timely satisfaction of the following milestones (the "**Milestones**"), which may be extended with the prior written consent (email shall suffice, including from respective counsel) of the Debtors and the Requisite Consenting Creditors:

1. Solicitation. The Company hereby agrees that, as soon as reasonably practicable, but in no event later than 11:59 p.m. prevailing Central Time on July 23, 2024, the Company shall commence solicitation.
2. Commencement of the Chapter 11 Cases. The Debtors hereby agree that they shall commence the Chapter 11 Cases by no later than 11:59 p.m. prevailing Central Time on July 23, 2024.
3. Filing of the Plan and Disclosure Statement. The Debtors shall file the Plan, Disclosure Statement, and the motion for approval of the Disclosure Statement and Solicitation Materials by no later than 11:59 p.m. prevailing Central Time on July 23, 2024.
4. Interim DIP Order. At or prior to 11:59 p.m. prevailing Central Time on July 25, 2024, the Bankruptcy Court shall have entered the Interim DIP Order.
5. Disclosure Statement Approval Order. At or prior to 11:59 p.m. prevailing Central Time on September 11, 2024, the Bankruptcy Court shall have entered the Disclosure Statement Approval Order.
6. Final DIP Order. At or prior to 11:59 p.m. prevailing Central Time on September 11, 2024, the Bankruptcy Court shall have entered the Final DIP Order.
7. Confirmation Order. At or prior to 11:59 p.m. prevailing Central Time on September 11, 2024, the Confirmation Order shall have been entered.
8. Occurrence of the Effective Date. At or prior to 11:59 p.m. prevailing Central Time on September 26, 2024 (the "**Effective Date Milestone**"), the Effective Date shall have occurred.

**Exhibit B**

Organizational Chart



**mobileum**  
Organizational Chart

