

**ENTERED**

August 30, 2023

Nathan Ochsner, Clerk

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

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In re:	)	Chapter 11
	)	
BENEFYTT TECHNOLOGIES, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-90566 (CML)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket No. 477</b>

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**ORDER CONFIRMING THE FIRST AMENDED JOINT  
CHAPTER 11 PLAN OF BENEFYTT TECHNOLOGIES, INC.  
AND ITS DEBTOR AFFILIATES (TECHNICAL MODIFICATIONS)**

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The above-captioned debtors and debtors in possession (collectively, the “Debtors”) having:<sup>2</sup>

- a. entered into that certain restructuring support agreement, dated as of May 23, 2023 (as may be amended from time to time in accordance with its terms, the “Restructuring Support Agreement”);
- b. commenced, on May 23, 2023 (the “Petition Date”), these chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions in the United States Bankruptcy Court for the Southern District of Texas (the “Court”) for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Local Rules”);

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<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: Benefytt Technologies, Inc. (2634); American Service Insurance Agency LLC (9115); Benefytt Reinsurance Solutions, LLC (4601); BimSym-HPIH, LLC (4626); Dawn Acquisition Company, LLC (0909); Daylight Beta Intermediate Corp. (7248); Daylight Beta Intermediate II Corp. (8842); Daylight Beta Parent Corp. (6788); Health Insurance Innovations Holdings, Inc. (1994); Health Plan Intermediaries Holdings, LLC (0972); Healthinsurance.com, LLC (9525); HealthPocket, Inc. (3710); Insurance Center for Excellence, LLC (4618); RxHelpline, LLC (9940); Sunrise Health Plans, LLC (3872); TogetherHealth Insurance, LLC (9503); TogetherHealth PAP, LLC (8439); and Total Insurance Brokers, LLC (7975). The location of the Debtors’ service address is: 3450 Buschwood Park Drive, Suite 200, Tampa, Florida 33618.

<sup>2</sup> Capitalized terms used but not defined in this order (this “Confirmation Order”) have the meanings ascribed to them in the Plan. The rules of interpretation set forth in Article I.B of the Plan apply to this Confirmation Order.

- c. Filed,<sup>3</sup> on the Petition Date, the *Declaration of Michael DeVries, Chief Financial Officer of Benefytt Technologies, Inc., in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 5], detailing the facts and circumstances of these Chapter 11 Cases;
- d. continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code;
- e. Filed, on June 5, 2023, the (i) *Debtors' Motion for Entry of an Order (I) Approving (A) the Adequacy of the Disclosure Statement, (B) the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors' Proposed Joint Chapter 11 Plan, (C) the Forms and Ballots and Notices in Connection Therewith, (II) Scheduling Certain Dates with Respect Thereto, and (III) Granting Related Relief* [Docket No. 144]; (ii) the *Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates* [Docket No. 142]; and (iii) the *Disclosure Statement for the Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates* [Docket No. 143] (as amended, supplemented, or modified from time to time, the "Disclosure Statement");
- f. Filed, on July 24, 2023, a further revised Plan [Docket No. 320] and a further revised Disclosure Statement [Docket No. 321];
- g. Filed, on July 24, 2023, the additional attachments to the further revised Disclosure Statement [Docket No. 323];
- h. obtained, on July 25, 2023, entry of the *Order (I) Approving (A) the Adequacy of the Disclosure Statement, (B) the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors' Proposed Joint Chapter 11 Plan, (C) the Forms and Ballots and Notices in Connection Therewith, (II) Scheduling Certain Dates with Respect Thereto, and (III) Granting Related Relief* [Docket No. 330] (the "Disclosure Statement Order") approving the Disclosure Statement, the related solicitation and voting procedures (the "Solicitation and Voting Procedures"), the notice of the hearing to consider confirmation of the Plan (the "Confirmation Hearing," and such notice, the "Confirmation Hearing Notice"), notices of non-voting status (collectively, the "Non-Voting Status Notices"), the ballots (the "Ballots"), cover letter, and other forms (collectively, the "Solicitation Packages");
- i. caused, on or about July 28, 2023, service of the Solicitation Packages, including the Confirmation Hearing Notice, in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the *Procedures for Complex Cases* for the United States Bankruptcy Court for the Southern District of Texas (the "Complex Chapter 11 Cases Procedures"), the Disclosure Statement Order,

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<sup>3</sup> Unless otherwise indicated, use of the term "Filed" herein refers also to the service of the applicable document filed on the docket in these Chapter 11 Cases, as applicable.

- and the Solicitation and Voting Procedures, as evidenced by the *Certificate of Service* [Docket No. 404] (together with all the exhibits thereto, the “Solicitation Affidavit”);
- j. caused the Confirmation Hearing Notice to be published in *The New York Times* (national edition) on July 28, 2023, and *USA Today* on July 31, 2023, as evidenced by the *Affidavits of Publication* [Docket Nos. 390 and 391] (the “Publication Affidavits”);
- k. Filed, on August 18, 2023, the *Plan Supplement for the Debtors’ Joint Chapter 11* [Docket No. 433] (as modified, amended, or supplemented from time to time, the “Plan Supplement” and which, for purposes of the Plan and this Confirmation Order, is included in the definition of “Plan”);
- l. caused service of the notice of filing of the initial Plan Supplement to be provided on August 23, 2023, as evidenced by the *Certificate of Service* [Docket No. 446], in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Chapter 11 Cases Procedures, and the Disclosure Statement Order (the “Plan Supplement Affidavit” and, together with the Solicitation Affidavit, the “Affidavits of Service”);
- m. Filed, on August 28, 2023, the *Declaration of Richard Morgner, Managing Director of Jefferies Financial Group Inc., in Support of Confirmation of the Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates* [Docket No. 453] (the “Morgner Declaration”);
- n. Filed, on August 28, 2023, the *Declaration of Paul Shin, Senior Vice President of Jefferies Financial Group Inc., in Support of Confirmation of the Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates* [Docket No. 454] (the “Shin Declaration”);
- o. Filed, on August 29, 2023, the *First Amended Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates* [Docket No. 461];
- p. Filed, on August 29, 2023, the *Declaration of Leticia Sanchez Regarding the Solicitation and Tabulation of Votes on the Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates* [Docket No. 466], which accounts for Ballots received up to the Voting Deadline (defined below) (the “Voting Report”);
- q. Filed, on August 29, 2023, the *Debtors’ Reply and Memorandum of Law in Support of Confirmation of the Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates* [Docket No. 469] (the “Confirmation Brief”);
- r. Filed, on August 29, 2023, the *Declaration of Roy Gallagher, Senior Managing Director of Ankura Consulting Group, LLC, in Support of Confirmation of the Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates* [Docket No. 470] (the “Gallagher Declaration” and, together with the Morgner Declaration and Shin Declaration, the “Confirmation Declarations”); and

- s. Filed, on August 30, 2023, the *First Amended Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates (Technical Modifications)* [Docket No. 477] (as amended, supplemented, or modified from time to time, the “Plan”).

The Court having:

- a. entered, on July 25, 2023, the Disclosure Statement Order that, among other things, approved the Disclosure Statement on a final basis as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, set the filing deadline for objections to the adequacy of the Plan, set the deadline for filing the initial Plan Supplement, receiving Ballots, and filing the Voting Report;
- b. scheduled August 25, 2023, at 5:00 p.m. (prevailing Central Time) as the deadline for voting on the Plan;
- c. scheduled August 30, 2023, at 1:00 p.m. (prevailing Central Time), as the date and time for the Confirmation Hearing, pursuant to sections 1125, 1126, 1128, and 1129 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018, as set forth in the Disclosure Statement Order;
- d. reviewed the Plan, the Plan Supplement, the Confirmation Brief, the Confirmation Declarations, the Affidavits of Service, the Voting Report, the Confirmation Hearing Notice, and all Filed pleadings, exhibits, statements, and comments regarding confirmation of the Plan, including all objections, statements, and reservations of rights;
- e. considered the Restructuring Transactions incorporated and described in the Plan;
- f. held the Confirmation Hearing on August 30, 2023;
- g. heard the statements and arguments made by counsel in respect of confirmation of the Plan (“Confirmation”);
- h. considered all oral representations, testimony, documents, filings, exhibits and other evidence regarding Confirmation;
- i. overruled (i) any and all objections to the Plan and to Confirmation, except as otherwise stated or indicated on the record, and (ii) all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and
- j. taken judicial notice of all pleadings and other documents Filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to the Plan having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated

thereby, and the legal and factual bases set forth in the documents Filed in support of Confirmation and other evidence presented at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court makes and issues the following findings of fact and conclusions of law, and orders:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

IT IS DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

**A. Findings and Conclusions.**

1. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

**B. Jurisdiction, Venue, and Core Proceeding.**

2. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Consideration of whether the Plan complies with the applicable provisions of the Bankruptcy Code constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code.

**C. Eligibility for Relief.**

3. The Debtors were and are Entities eligible for relief under section 109 of the Bankruptcy Code.

**D. Commencement and Joint Administration of these Chapter 11 Cases.**

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order (I) Directing Joint Administration of the Debtors' Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 42], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

**E. Appointment of the Committee.**

5. On June 7, 2023, the U.S. Trustee appointed the Official Committee of Unsecured Creditors (the "Committee") to represent the interests of the unsecured creditors of the Debtors in the Chapter 11 Cases [Docket No. 183]. On July 28, 2023, the U.S. Trustee reconstituted the Committee [Docket No. 342]. The current members of the Committee, due to certain resignations are: (a) ProMedia, Inc.; (b) Blend360, LLC; (c) Nelson Taplin Goldwater Inc.; (d) Phelipe Castro; and (e) Eric Ketayi.

**F. Plan Supplement.**

6. On August 18, 2023, the Debtors Filed the Plan Supplement. The Plan Supplement (including as subsequently amended, supplemented, or otherwise modified from time to time in accordance with the Plan) complies with the Bankruptcy Code and the terms of the Plan, and the Debtors provided good and proper notice of the filing of the Plan Supplement in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements. No other or further notice will be required with respect to the Plan Supplement or any of the documents contained therein or

related thereto, unless any such documents are further modified. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, and only consistent therewith, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement and any of the documents contained therein or related thereto before the Effective Date.

**G. Modifications to the Plan.**

7. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan since the Debtors began the solicitation of votes as described or set forth in this Confirmation Order constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes on the Plan under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast votes accepting or rejecting the Plan. Accordingly, the Plan is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

**H. Objections Overruled.**

8. Any resolution or disposition of objections to Confirmation explained or otherwise ruled upon by the Court on the record at the Confirmation Hearing is hereby incorporated by reference. All unresolved objections, statements, and reservations of rights are hereby overruled

on the merits (except in connection with unresolved objections to the extent solely related to cure amounts arising under assumed executory contracts).

**I. Disclosure Statement Order.**

9. On July 25, 2023, the Court entered the Disclosure Statement Order, setting August 25, 2023, at 5:00 p.m. (prevailing Central Time), as the deadline for (a) voting to accept or reject the Plan and opt out of the third-party release contained in the Plan (the “Voting Deadline”) and (b) objecting to the Plan (the “Objection Deadline”).

**J. Notice.**

10. As evidenced by the Affidavits of Service and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the commencement of these Chapter 11 Cases, the Plan (and the opportunity to opt out of the third-party release contained in the Plan (the “Third-Party Release”), the Disclosure Statement, the Disclosure Statement Order, the Solicitation Packages, the Confirmation Hearing, the Plan Supplement, and all other materials distributed by the Debtors in connection with Confirmation of the Plan in compliance with the Bankruptcy Code, the Bankruptcy Rules, including Bankruptcy Rules 2002, 3017, 3019, and 3020(b), the Bankruptcy Local Rules, and the procedures set forth in the Disclosure Statement Order. Further, the Confirmation Hearing Notice was published in *The New York Times* (national edition) on July 28, 2023, and *USA Today* on July 31, 2023, in compliance with Bankruptcy Rule 2002(i) and the Disclosure Statement Order. Such notice was adequate and sufficient under the facts and circumstances of these Chapter 11 Cases and was made in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Disclosure Statement Order. No other or further notice is or shall be required.

**K. Solicitation.**

11. As described in the Voting Report, the solicitation of votes on the Plan complied with the Solicitation and Voting Procedures, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations.

12. As described in the Voting Report and the Solicitation Affidavit, as applicable, the Solicitation Packages were transmitted and served, including to all Holders in the Voting Classes, in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Bankruptcy Local Rules, the Disclosure Statement Order, and any applicable nonbankruptcy law. Transmission and service of the Solicitation Packages was timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases. No further notice is required.

13. As set forth in the Voting Report, the Solicitation Packages were distributed to Holders in the Voting Classes that held a Claim or Interest as of July 20, 2023 (the “Voting Record Date”), which date was set in the Disclosure Statement Order. The establishment and notice of the Voting Record Date was reasonable and sufficient.

14. The period during which the Debtors solicited acceptances of or rejections to the Plan was a reasonable and sufficient period of time for each holder in the Voting Classes to make an informed decision to accept or reject the Plan.

15. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims) (collectively, the “Unimpaired Classes”) are Unimpaired and conclusively presumed to have accepted the Plan. The Debtors were not required to solicit votes from the Holders of Claims and Interests in Class 8 (Existing Equity

Interests) and Class 9 (Section 510(b) Claims) (collectively, the “Deemed Rejecting Classes”), which were Impaired and deemed to reject the Plan under the Bankruptcy Code. Holders of Claims and Interests in Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests) (the “Deemed Accepting/Rejecting Classes” and, together with the Unimpaired Classes and the Deemed Rejecting Classes, the “Non-Voting Classes”) are Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan.

16. The Debtors served the Confirmation Hearing Notice on the entire creditor matrix and served Non-Voting Status Notices on all Non-Voting Classes. The Confirmation Hearing Notice adequately informed Holders of Claims or Interests of critical information regarding voting on (if applicable) and objecting to the Plan, including deadlines and the inclusion of release, exculpation, and injunction provisions in the Plan, and adequately summarized the terms of the Third-Party Release. Further, because the form enabling stakeholders to opt out of the Third-Party Release (the “Opt Out Form”) was included in both the Ballots and the Non-Voting Status Notices, every known stakeholder, including Unimpaired creditors and equity holders, was provided with the means by which the stakeholders could opt out of the Third-Party Release.

**L. Voting.**

17. As evidenced by the Voting Report, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Disclosure Statement, the Disclosure Statement Order, and any applicable nonbankruptcy law, rule, or regulation.

**M. Burden of Proof—Confirmation of the Plan.**

18. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance

of the evidence, which is the applicable evidentiary standard for Confirmation. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard.

**N. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1).**

19. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code. In addition, the Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

(i) *Proper Classification—Sections 1122 and 1123.*

20. Article III of the Plan provides for the separate classification of Claims and Interests into nine (9) Classes. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

(ii) *Specified Unimpaired Classes—Section 1123(a)(2).*

21. Article III of the Plan specifies that Claims, as applicable, in the following Classes are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code:

<b>Class</b>	<b>Claims and Interests</b>
1	Other Secured Claims
2	Other Priority Claims

22. Holders of Intercompany Claims and Intercompany Interests are either Unimpaired and conclusively presumed to have accepted the Plan, or are Impaired and deemed to reject the Plan, and, in either event, are not entitled to vote to accept or reject the Plan. Additionally, Article II of the Plan specifies that Allowed General Administrative Claims, DIP Claims,

Professional Fee Claims, Priority Tax Claims, and U.S. Trustee Fees will be paid in accordance with the terms of the Plan, although these Claims and fees are not classified under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

(iii) *Specified Treatment of Impaired Classes—Section 1123(a)(3).*

23. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. Article III of the Plan specifies that Claims and Interests, as applicable, in the following Classes (the “Impaired Classes”) are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes, as summarized below.

<b>Class</b>	<b>Claims and Interests</b>
3	Revolving Credit Facility Claims
4	Term Loan Claims
5	General Unsecured Claims
8	Existing Equity Interests
9	Section 510(b) Claims

Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

(iv) *No Discrimination—Section 1123(a)(4).*

24. The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

(v) *Adequate Means for Plan Implementation—Section 1123(a)(5).*

25. The provisions in Article IV-V and elsewhere in the Plan, and in the exhibits and attachments to the Plan (including the Plan Supplement), provide, in detail, adequate and proper means for the Plan’s implementation, including regarding: (a) the general settlement of Claims and Interests; (b) the effectuation of the Restructuring Transactions, including actions necessary or appropriate to effect the Restructuring Transactions and any additional action as may be

necessary or appropriate to effectuate the New OpCo Acquisition; (c) the funding and sources of consideration for the Plan distributions; (d) the continued post-Effective Date corporate existence of each Reorganized Debtor; (e) the authorization, approval, and taking of corporate actions under the Plan; (f) the vesting of the Debtors' assets, after consummation of the New OpCo Acquisition, in CFCo (with the exception of the GUC Trust Assets transferred or issued to the GUC Trust); (g) the cancellation of existing securities and agreements; (h) the expiration of the terms of the Debtors' board of directors; (i) the effectuation, implementation and execution of documents and further transactions; (j) the exemption from transfer taxes pursuant to section 1146 of the Bankruptcy Code; (k) the preservation of certain of the Debtors' Causes of Action, including, but not limited to, the GUC Litigation Claims and any Retained Preference Actions; (l) the reinstatement of the Debtors' Indemnification Obligations, except as otherwise provided for in the Plan and this Confirmation Order; (m) the implementation and administration of the GUC Trust; (n) the rejection, assumption, or assumption and assignment of Executory Contracts and Unexpired Leases; and (o) all other actions that each applicable Reorganized Debtor, with the consent of the Consenting Stakeholders, determines to be necessary or advisable, including making filings or recordings that may be required by applicable Law in connection with the Plan.

26. The precise terms governing the execution of these transactions are set forth in greater detail in the applicable Definitive Documents or forms of agreements included in the Plan Supplement. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

(vi) *Voting Power of Equity Securities—Section 1123(a)(6).*

27. The Corporate Governance Documents do not contemplate the issuance of non-voting equity securities in accordance with section 1123(a)(6) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

(vii) *Directors and Officers—Section 1123(a)(7).*

28. The selection of the members of the board of CFCo is set forth in the Plan Supplement. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

(viii) *Impairment / Unimpairment of Classes—Section 1123(b)(1).*

29. Article III of the Plan impairs or leaves Unimpaired each Class of Claims and Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

(ix) *Assumption—Section 1123(b)(2).*

30. Article V of the Plan provides that, on the Effective Date, except as otherwise provided in the Plan, the Plan Supplement, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts or Unexpired Leases will be deemed assumed by CFCo in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that: (a) are identified on the Assumed Executory Contracts and Unexpired Leases Schedule as being assumed and assigned to New OpCo or another entity in connection with the New OpCo Acquisition; (b) are identified on the Rejected Executory Contracts and Unexpired Leases Schedule; (c) have been previously assumed or rejected by the Debtors pursuant to a Final Order; or (d) are the subject of a motion to reject filed on or before the Confirmation Date.

31. Entry of this Confirmation Order constitutes an order of this Court approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Assumed Executory Contracts and Unexpired Leases Schedule, or the Rejected Executory Contracts and Unexpired Leases Schedule, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth in the Plan, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the

Plan are effective as of the Effective Date, subject to reconciliation of any cure disputes. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by an order of this Court but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of this Court authorizing and providing for its assumption, or otherwise by written agreement of the parties to such Executory Contract or Unexpired Lease. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

32. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan conditions, restricts or prevents, or purports to condition, restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease or the other transactions contemplated by the Plan or allows the counterparty thereto to terminate, recapture, impose any penalty, declare a default, condition a renewal or extension, or modify any term or condition upon any assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision) or in connection with any of the transactions contemplated by the Plan, the Plan Supplement, or any of the Restructuring Transactions, then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as

applicable, with the consent of the DIP Lender and the Required Consenting Term Lenders, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases Schedule and the Rejected Executory Contracts and Unexpired Leases Schedule at any time up to forty-five (45) days after the Effective Date.

33. Accordingly, the Plan is consistent with section 1123(b)(2) of the Bankruptcy Code.

(x) *Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action—Section 1123(b)(3).*

34. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that all Holders of Claims or Interests may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The Plan incorporates a settlement of numerous claims and Causes of Action, issues, and disputes designed to achieve a beneficial and efficient resolution of the Chapter 11 Cases for all parties in interest. Such settlement is the product of extensive arm's-length, good faith negotiations that represents a sound exercise of the Debtors' business judgment; *provided* that nothing in the Plan or this Confirmation Order shall be deemed to release, waive, compromise, settle, impair, or enjoin any Claim or Cause of Action against any Non-Released Party.

35. Accordingly, in consideration for the distributions and other benefits provided under the Plan, the Confirmation Order shall constitute the Court's approval of such settlement as

well as a finding by the Court that such settlement is in the best interests of the Debtors, their Estates, and the Holders of Claims and Interests and is fair, equitable, and reasonable.

36. Based upon the representations and arguments of counsel to the Debtors and all other testimony either actually given or proffered and other evidence introduced at the Confirmation Hearing and the full record of the Chapter 11 Cases, this Confirmation Order constitutes the Court's approval of the settlements embodied in the Plan and this Confirmation Order, because, among other things: (a) each such settlement reflects a reasonable balance between the possible success of litigation with respect to each of the settled claims and disputes, on the one hand, and the benefits of fully and finally resolving such claims and disputes and allowing the Debtors to expeditiously exit chapter 11, on the other hand; (b) absent such settlements, there is a likelihood of complex and protracted litigation, with the attendant expense, inconvenience, and delay that have a possibility to derail the Debtors' reorganization efforts; (c) each of the parties supporting such settlements, including the Debtors, the Consenting Stakeholders, the DIP Lender, and the Committee are represented by counsel that is recognized as being knowledgeable, competent, and experienced; (d) each such settlement is the product of arm's-length bargaining and good faith negotiations between sophisticated parties; and (e) each such settlement is fair, equitable, and reasonable and in the best interests of the Debtors, Reorganized Debtors, their respective Estates and property, creditors, and other parties in interest, will maximize the value of the Estates by preserving and protecting the ability of the Reorganized Debtors to continue operating outside of bankruptcy protection and in the ordinary course of business, and is essential to the successful implementation of the Plan. Based on the foregoing,

each such settlement satisfies the requirements of applicable Fifth Circuit law for approval of settlements and compromises pursuant to Bankruptcy Rule 9019.

a. **Debtor Release.**

37. Article VIII.D of the Plan describes certain releases granted by the Debtors (the “Debtor Release”). The Debtors have satisfied the business judgment standard under Bankruptcy Rule 9019 with respect to the propriety of the Debtor Release. The Debtor Release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtor Release is fair and equitable and complies with the absolute priority rule.

38. Also, including for the reasons set forth in the Gallagher Declaration, the Debtor Release: (a) reflects a reasonable balance between the possible success of litigation with respect to each of the settled claims and disputes, on the one hand, and the benefits of fully and finally resolving such claims and disputes and allowing the Debtors to exit chapter 11 expeditiously, on the other hand; (b) is a good-faith settlement and compromise of the claims and Causes of Action released by the Debtor Release; (c) is provided in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties’ contributions to facilitate the Restructuring Transactions and implementing the Plan, following extensive, arm’s-length negotiations between sophisticated parties represented by able counsel and advisors; (d) is given, and made, after due notice and opportunity for hearing; and (e) serves as a bar to any of the Debtors, the Reorganized Debtors, or the Debtors’ Estates asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release, including any claims or Causes of Action for actual or constructive fraud that may be assertable by the Debtors’ Estates, including, but not limited to, any derivative claim asserted in the case captioned *Newman v.*

*Benefytt Techs., Inc.*, No. 1:22-cv-04845, filed in the United States District Court for the Northern District of Illinois on September 8, 2022.

39. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process. Each of the Released Parties made significant concessions and contributions to these Chapter 11 Cases. The Debtor Release for the Debtors' current and former directors and officers is appropriate because the Debtors' directors and officers share an identity of interest with the Debtors, supported and made substantial contributions to the success of the Plan and these Chapter 11 Cases, actively participated in meetings, hearings, and negotiations during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization and continued operation; *provided* that nothing in the Plan or this Confirmation Order shall be deemed to release, waive, compromise, settle, impair, or enjoin any Claim or Cause of Action against any Non-Released Party.

40. The Debtor Release of each Consenting Stakeholder, each Revolving Credit Facility Lender, each Consenting Term Lender, the Consenting Sponsor, the DIP Agent, the DIP Lender, and each of the Agents is appropriate because, among other things, such parties (a) actively supported the Plan through the Restructuring Support Agreement, (b) provided the Debtors with liquidity by providing the DIP Facility, consenting to the use of cash collateral, and providing other committed financing that will facilitate the Debtors' emergence from chapter 11 and support the Reorganized Debtors' business after the Effective Date, (c) agreed to impair their claims and make other significant concessions through the Restructuring Support Agreement and the Plan, (d) invested significant time and effort to make the restructuring a success and preserve the value of the Debtors' estates in a challenging environment, including through negotiating the terms of the Restructuring Support Agreement and the Restructuring Transactions and other terms embodied

in the Plan, and (e) otherwise facilitated and made other contributions to the reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan.

41. In particular, the Revolving Credit Facility Lenders and Consenting Term Lenders consented to the use of their Cash Collateral and consented to be primed by the DIP Facility, both of which provided the liquidity and financing necessary to fund the administration of these Chapter 11 Cases. The Consenting Sponsor and certain co-investors will provide approximately \$64 million, inclusive of the \$35 million DIP Facility provided by the DIP Lender, in new money financing to finance these Chapter 11 Cases and fund New OpCo. The Consenting Sponsor and certain co-investors, by way of the DIP Lender, will also credit bid their Claims for the operating assets of the Debtors, such that they will own 92.5% of New OpCo upon emergence. The Revolving Credit Facility Lenders, the Consenting Term Lenders, and their respective Agents agreed to provide the \$625 million New First Lien Term Loan Facility, which will provide the Debtors with liquidity to fund distributions under the Plan and their go-forward business. Additionally, the Consenting Term Lenders agreed to equitize their Claims into New Common Equity in CFCo in order to significantly deleverage the Debtors' capital structure.

42. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Debtor Release is appropriate in light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan.

b. **Third-Party Release.**

43. The Third-Party Release is a necessary and integral element of the Plan, is fair, equitable, reasonable, and is in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Also, the Third-Party Release is: (a) consensual under controlling precedent as to those Releasing Parties that did not specifically and timely object to or properly opt out of

the Third-Party Release; (b) specific in language and scope; (c) essential to the confirmation of the Plan; (d) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (e) a good-faith settlement and compromise of the claims and Causes of Action released by the Third-Party Release; (f) in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests; (g) fair, equitable, and reasonable; (h) given and made after due and adequate notice and opportunity for hearing; and (i) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

44. Article VIII.E of the Plan describes the Third-Party Release granted by the Releasing Parties. The Third-Party Release is an integral part of the Plan. Similar to the Debtor Release, the Third-Party Release was critical to incentivizing the Released Parties to support the Plan, facilitated participation in the chapter 11 process generally, and prevented significant, time-consuming, and value-depleting litigation. The Third-Party Release was a core negotiation point and its inclusion was a core negotiation point in connection with the Restructuring Support Agreement and instrumental in developing a Plan that maximized value for all of the Debtors' stakeholders, and preserved the Debtors' business as a going concern pursuant to the Restructuring Transactions. As such, the Third-Party Release appropriately offers certain protections to parties who constructively participated in the Debtors' restructuring process by, among other things, supporting the Plan and the transactions embodied therein. For the avoidance of doubt, all claims and Causes of Action against the Non-Released Parties shall be fully preserved to the extent provided in the Plan.

45. The Third-Party Release is consensual as to all relevant parties, including all Releasing Parties, and such parties were provided appropriate service of the notice of the Chapter 11 Cases, the Plan, and the deadline to object to confirmation of the Plan, received appropriate service of the Non-Voting Status Notice and/or the Confirmation Hearing Notice, and were properly informed that the Holders of Claims against or Interests in the Debtors that did not check the “Opt Out” box on the applicable Ballot or Opt Out Form, returned in advance of the Voting Deadline, would be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever consented to the release and discharge of all claims (including Claims) and Causes of Action against the Debtors and the Released Parties. Additionally, the release provisions of the Plan were conspicuous and emphasized with boldface type in the Plan, the Disclosure Statement, the Ballots, the Non-Voting Status Notice, and the Confirmation Hearing Notice.

46. The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties’ respective obligations under the Plan and with respect to the Reorganized Debtors. The Third-Party Release is specific in language, is integral to and a condition of the compromises and settlements embodied in the Plan and is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. In each case, (i) the Confirmation Hearing Notice sent to Holders of Claims and Interests and published in *The New York Times* (national edition) on July, 28, 2023 and *USA Today* on July 31, 2023, (ii) the Ballots sent to all Holders of Claims and Interests entitled to vote on the Plan (the “Voting Classes”), and (iii) the Non-Voting Status Notices sent to each Holder within a Non-Voting Class unambiguously stated that the Plan contains the Third-Party Release. Further, each Ballot and Non-Voting Status Notice included the Opt-Out Form and unambiguous directions for making such an opt-out election. The Releasing Parties were given due and adequate notice of the

Third-Party Release, and thus the Third-Party Release is consensual under controlling precedent as to those Releasing Parties that did not elect to opt out of granting the Third-Party Release.

c. **Exculpation.**

47. The exculpation described in Article VIII.F of the Plan (the “Exculpation”) is appropriate under applicable law, and enforceable to the maximum extent allowed by *In re Highland Capital Mgmt., L.P.*, 48 F. 4th 419 (5th Cir. 2022), because it was supported by proper evidence, proposed in good faith, was formulated following extensive good-faith, arm’s-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in these Chapter 11 Cases in good faith and is appropriately released and exculpated from any and all Claims, Interests, obligations, rights, suits, damages, Cause of Action for any claim related to any act or omission from the Petition Date to the Effective Date, in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Chapter 11 Cases, the Disclosure Statement, the Plan (including the Plan Supplement), the DIP Facility, the DIP Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement (excluding, for the avoidance of doubt, providing any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan), except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably

rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding the foregoing, the exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

48. The Exculpation, including its carveout for actual fraud, willful misconduct, or gross negligence, is fair, reasonable, and appropriate under the circumstances of the Chapter 11 Cases and is consistent with established practice in this jurisdiction. No entity or person may commence or pursue a Claim or Cause of Action of any kind against any of the Exculpated Parties that arose or arises from, in whole or in part, a Claim or Cause of Action subject to the terms of this paragraph 48 of this Confirmation Order, without this Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim for actual fraud, willful misconduct, or gross negligence against any such Exculpated Party and such party is not exculpated pursuant to this provision; and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against such Exculpated Party.

49. Solely with respect to the Exculpation, notwithstanding anything to the contrary in the Plan or Plan Supplement, each of the Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of,

in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan. No Entity or Person may commence or pursue a Claim or Cause of Action of any kind against any of the Exculpated Parties that arose or arises from, in whole or in part, a Claim or Cause of Action subject to this paragraph 49 of this Confirmation Order, without this Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim for actual fraud, gross negligence, or willful misconduct against any such Exculpated Party and such party is not exculpated; and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against such 1125(e) Exculpation Party.

d. **Injunction.**

50. The injunction provisions set forth in Article VIII.G of the Plan are essential to the Plan and are necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Release, the Third-Party Release, and the Exculpation. The injunction provisions are appropriately tailored to achieve those purposes.

e. **Preservation of Causes of Action.**

51. Pursuant to Article IV.K of the Plan and in accordance with section 1123(b)(3)(B) of the Bankruptcy Code, but subject to Article VIII of the Plan and the transfer of the GUC Litigation Claims and Retained Preference Actions to the GUC Trust, each Reorganized Debtor, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action as included in the Plan Supplement, and such Reorganized Debtors' rights to commence, prosecute, or settle such

Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII thereof, or pursuant to a Final Order, including the DIP Order. The provisions regarding the preservation of Causes of Action in the Plan, including those contained in the Plan Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

f. **Lien Release.**

52. The release and discharge of mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in Article VIII.C of the Plan (the “Lien Release”) is essential to the Plan and necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

(xi) *Additional Plan Provisions—Section 1123(b)(6).*

53. The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

(xii) *Cure of Defaults —Section 1123(d).*

54. Article V.C of the Plan provides for the satisfaction of default claims associated with each Executory Contract and Unexpired Lease to be assumed or assumed and assigned in accordance with section 365 of the Bankruptcy Code or as otherwise agreed between the Debtors and the counterparty to each such assumed or assumed and assigned Executory Contract and Unexpired Lease. The Debtors or the Reorganized Debtors, as applicable, shall pay the cure amounts, if any, on such terms as the parties to such Executory Contracts or Unexpired Leases have agreed. If there is any dispute regarding any cure, the ability of the Reorganized Debtors or

any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption or assumption and assignment, such dispute shall be determined in accordance with the terms set forth in Article V.C of the Plan. The assumption of any Executory Contract or Unexpired Lease and the satisfaction of related cure amounts in full or as otherwise agreed among the Debtors and the counterparty to such Executory Contract or Unexpired Lease, pursuant to the Plan, shall result in the full release and satisfaction of any nonmonetary defaults arising from or triggered by the filing of these Chapter 11 Cases, including defaults of provisions restricting the assignment of, change in control or ownership interest composition or any bankruptcy-related defaults, arising at any time on or prior to the effective date of assumption. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

**O. Debtor Compliance with the Bankruptcy Code—Section 1129(a)(2).**

55. The Debtors have complied with the applicable provisions of the Bankruptcy Code and, thus, satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, each Debtor:

- a. is eligible to be a debtor under section 109, and a proper proponent of the Plan under section 1121(a), of the Bankruptcy Code;
- b. has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court; and
- c. complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Bankruptcy Local Rules, any applicable nonbankruptcy law, rule and regulation, the Disclosure Statement Order, and all other applicable law, in transmitting the Solicitation Packages, and related documents and notices, and in soliciting and tabulating the votes on the Plan.

**P. Plan Proposed in Good Faith—Section 1129(a)(3).**

56. The Debtors have proposed the Plan (and all documents necessary to effectuate the Plan) in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders, and not by any means forbidden by law. In so determining, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the process leading to Confirmation, and the transactions to be implemented pursuant thereto. These Chapter 11 Cases were Filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy with a capital and organizational structure that will allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the hearing on the Disclosure Statement, and the record of the Confirmation Hearing and other proceedings held in the Chapter 11 Cases.

57. The Plan (and all documents necessary to effectuate the Plan) is the product of good faith, arm's-length negotiations by and among the Debtors, the Consenting Stakeholders, the Committee, and their respective representatives and professionals. The Plan's classification, indemnification, release, injunction, and exculpation provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129 and 1142 of the Bankruptcy Code and applicable law in this Circuit and are each necessary for the Debtors' successful reorganization. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith and assures fair treatment of Holders of Claims and Interests. Consistent with the overriding purpose of chapter 11, the Debtors Filed the Chapter 11 Cases with the belief that the Debtors were in need of reorganization, and the Plan was negotiated and proposed with the intention of accomplishing a

successful reorganization and maximizing stakeholder value and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

**Q. Payment for Services or Costs and Expenses—Section 1129(a)(4).**

58. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid to Professionals by the Debtors in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

**R. Directors, Officers, and Insiders—Section 1129(a)(5).**

59. The Plan provides that the manner of selection of any officer, director, or trustee (or any successor of any officer, director, or trustee) of the Reorganized Debtors will be determined in accordance with the Plan and Corporate Governance Documents. Their identities were, to the extent reasonably practicable and known to the Debtors, disclosed in the Plan Supplement. As a result, the Debtors have demonstrated that the Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

**S. No Rate Changes—Section 1129(a)(6).**

60. Section 1129(a)(6) of the Bankruptcy Code is not applicable to these Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

**T. Best Interest of Creditors—Section 1129(a)(7).**

61. The liquidation analysis attached as Exhibit E to the Disclosure Statement and the other evidence related thereto in support of the Plan that was proffered, prior to, or in connection with the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence;

and (d) establish that Holders of Allowed Claims and Interests in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

**U. Acceptance by Certain Classes—Section 1129(a)(8).**

62. Class 1 (other Secured Claims) and Class 2 (Other Priority Claims) constitute the Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. As evidenced by the Voting Report, Class 3 (Revolving Credit Facility Claims) and Class 4 (Term Loan Claims) have voted to accept the Plan. Holders of Claims and Interests in Class 6 (Intercompany Claims) and 7 (Intercompany Interests) are either Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated) or Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan. Pursuant to the Plan, Class 8 (Existing Equity Interests) and Class 9 (Section 510(b) Claims) will receive no recovery on account of their Claims and Interests and are deemed to reject the Plan. Although the Plan does not satisfy section 1129(a)(8) of the Bankruptcy Code with respect to the Deemed Rejecting Classes and Class 5 (General Unsecured Claims) (together with the Deemed Rejecting Classes, the “Rejecting Classes”), the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes, and thus satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

**V. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code—Section 1129(a)(9).**

63. The treatment of Allowed General Administrative Claims, DIP Claims, Professional Fee Claims, and Priority Tax Claims under Article II of the Plan, and Other Priority Claims under Article III of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

**W. Acceptance by At Least One Impaired Class—Section 1129(a)(10).**

64. As evidenced by the Voting Report, Classes 3 and 4, each of which is Impaired, voted to accept the Plan by the requisite numbers and amounts of Claims. As such, there is at least one Voting Class that voted to accept the Plan, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), as specified under the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

**X. Feasibility—Section 1129(a)(11).**

65. The financial projections, the Gallagher Declaration, and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at or prior to the Confirmation Hearing, or in the Confirmation Declarations Filed in connection therewith (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the

Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

**Y. Payment of Fees—Section 1129(a)(12).**

66. Article XII.C of the Plan provides for the payment of all fees payable by the Debtors under 28 U.S.C. § 1930(a). Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

**Z. Continuation of Retiree Benefits—Section 1129(a)(13).**

67. The Debtors do not have any remaining obligations to pay retiree benefits (as defined in section 1114 of the Bankruptcy Code). Therefore, section 1129(a)(13) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases or the Plan.

**AA. Non-Applicability of Certain Sections—1129(a)(14), (15), and (16).**

68. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

**BB. “Cram Down” Requirements—Section 1129(b).**

69. Notwithstanding the fact that the Rejecting Classes have rejected (or have been deemed to reject) the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met, including that at least one Impaired Class voted to accept the Plan. *Second*, the Plan is fair and equitable with respect to the Rejecting Classes. The Plan has been proposed in good faith, is reasonable and meets the requirements that (a) no Holder of any Claim or Interest that is junior to each such Class will receive or retain any property under the Plan on account of such junior Claim or Interest and (b) no Holder of a Claim in a Class senior to such Class is receiving more than 100% on account of its Claim. Accordingly, the Plan is fair and

equitable to all Holders of Claims and Interests in the Rejecting Classes. *Third*, the Plan does not discriminate unfairly with respect to the Rejecting Classes because similarly situated creditors and Interest Holders will receive substantially similar treatment on account of their Claims and Interests irrespective of Class. The Plan may therefore be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

**CC. Only One Plan—Section 1129(c).**

70. The Plan (including previous versions thereof) is the only chapter 11 plan Filed in each of these Chapter 11 Cases and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

**DD. Principal Purpose of the Plan—Section 1129(d).**

71. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

**EE. Not Small Business Cases—Section 1129(e).**

72. The Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to the Chapter 11 Cases.

**FF. Good Faith Solicitation—Section 1125(e).**

73. The Debtors, along with their affiliates, directors, officers, members, managers, shareholders, partners, employees, attorneys, and advisors, as applicable have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to support and consummation of the Plan, and solicitation of acceptances of the Plan, as applicable, and are entitled to the protections afforded by section

1125(e) of the Bankruptcy Code and all other applicable protections and rights provided in the Plan and this Confirmation Order.

**GG. Satisfaction of Confirmation Requirements.**

74. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

**HH. Credit Bid.**

75. The DIP Lender holds Allowed DIP Claims. Pursuant to applicable law, including Bankruptcy Code 363(k), and in accordance with the Plan (including the Restructuring Transactions contemplated therein) and this Confirmation Order, New HoldCo or an entity controlled by New HoldCo (such acquiring entity, the “Purchaser”) is authorized to credit bid any or all of the DIP Claims up to the DIP Credit Bid Amount (the “DIP Credit Bid”) to acquire all of the operating assets of the Debtors (except as otherwise provided for in the Restructuring Support Agreement) via the acquisition of 100% of the equity of an entity to which such assets have been transferred (such entity, “New OpCo”) with the result that such operating assets, other than the Existing Contract Assets, the Other Retained Assets, and the GUC Trust Assets, are owned directly or indirectly by New HoldCo in accordance with the Restructuring Transactions Memorandum. As such, the DIP Credit Bid is valid and proper consideration pursuant to section 363(k) of the Bankruptcy Code.

76. The DIP Credit Bid is also in compliance with section 1141(c) of the Bankruptcy Code. Pursuant to section 1141(c) of the Bankruptcy Code, the Debtors may sell assets and property free and clear of any Claims, Liens, encumbrances, or other interests of any kind or nature whatsoever other than as expressly provided under the Plan or this Confirmation Order. The proposed DIP Credit Bid is to be consummated under the Plan, and the assets and property to be sold pursuant to the Restructuring Transactions are dealt with by the Plan and this Confirmation

Order. For these reasons, the Debtors may sell assets and property in accordance with the Plan and this Confirmation Order free and clear of any Claims, Liens, encumbrances, or other interests of any kind or nature whatsoever pursuant to section 1141(c) of the Bankruptcy Code.

77. The DIP Credit Bid is a valid and proper offer pursuant to section 363(b) of the Bankruptcy Code. Having conducted a marketing process that failed to yield any actionable bids, the DIP Credit Bid represents the highest and best bid for the Debtors' assets. The Purchaser is a good faith purchaser of the operating assets and is hereby granted and is entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code.

**II. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.**

78. Each of the conditions precedent to the Effective Date, as set forth in Article IX.A of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Article IX.B of the Plan.

**JJ. Implementation.**

79. All documents necessary to implement the Plan and the transactions contemplated thereby, including those contained in the Plan Supplement and all other relevant and necessary or desirable documents, have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements, not avoidable and not in conflict with any federal, state, or foreign law.

**KK. Disclosure of Facts.**

80. The Debtors have disclosed all material facts regarding the Plan, including with respect to consummation of the Restructuring Transactions and the fact that each applicable Debtor will emerge from its Chapter 11 Case as a validly existing corporation, limited liability company, partnership, or other form, as applicable, with separate assets, liabilities, and obligations, as set forth in the Plan.

**ORDER**

IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

81. **Confirmation of the Plan.** The Plan is approved in its entirety and CONFIRMED under section 1129 of the Bankruptcy Code. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order.

82. This Confirmation Order approves the Plan Supplement, including the documents contained therein, as they may be amended through and including the Effective Date in accordance with and as permitted by the Plan, subject to the consent rights set forth therein. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order; *provided* that if there is any direct conflict between the terms of the Plan (including the Plan Supplement) and the terms of this Confirmation Order, the terms of this Confirmation Order shall control solely to the extent of such conflict.

83. **Objections Overruled.** All objections, statements, and reservations of rights pertaining to Confirmation of the Plan that have not been withdrawn, waived, or settled are hereby OVERRULED and DENIED on the merits (except in connection with unresolved objections to the extent solely related to cure amounts arising under assumed Executory Contracts).

84. All objections to Confirmation not filed and served prior to the deadline for filing objections to the Plan set forth in the Confirmation Hearing Notice, if any, are deemed waived and shall not be considered by the Court.

85. **Deemed Acceptance of Plan.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims and Interests who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan.

86. **No Action Required.** Under section 1142(b) of the Bankruptcy Code and any other comparable provisions under applicable law, no action of the respective directors, equity

holders, managers, or members of any of the Debtors is required to authorize any of the Debtors to enter into, execute, deliver, File, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Restructuring Transactions, and any contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, including, but not limited to, the Servicing Agreement, the GUC Trust Agreement, and the Corporate Governance Documents, and the appointment and election of the members of the board of managers of CFCo.

87. **Binding Effect.** Subject to Article VIII.B of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, on the date of and after entry of this Confirmation Order (but subject to the occurrence of the Effective Date), the terms of the Plan and the Restructuring Transactions (and any documents related or ancillary thereto, including the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and not subject to avoidance or other challenge, legal or otherwise, and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims or Interests (irrespective of whether Holders of such Claims or Interests have, or are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

88. **Incorporation by Reference.** The terms and provisions of the Plan are incorporated by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, this Confirmation Order, and all other relevant and necessary documents shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors, their Estates and their creditors, and their respective

successors and assigns, non-Debtor affiliates, any affected third parties, all Holders of Interests in the Debtors, all Holders of any Claims, whether known or unknown, against the Debtors, including, but not limited to all contract counterparties, leaseholders, Governmental Units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar Entities for the Debtors, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and each of their respective affiliates, successors, and assigns.

89. **Vesting of Assets in the Reorganized Debtors.** Except as otherwise provided in this Confirmation Order, in the Plan (including the Restructuring Transactions Memorandum), or any agreement, instrument, or other document incorporated therein, on the Effective Date, but after consummation of the New OpCo Acquisition, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, the assets of the Debtors (with the exception of the GUC Trust Assets transferred or issued to the GUC Trust and governed by the GUC Trust Agreement) shall vest in CFCo, free and clear of all Liens, Claims, charges, or other encumbrances. Further, the Existing Contract Assets, and the Carrier Contracts underlying such Existing Contract Assets, shall vest in and be assumed by CFCo, and CFCo shall retain all rights and remedies pursuant to the Carrier Contracts.

90. On and after the Effective Date, except as otherwise provided in the Plan, including Article VII thereof, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property, enter into transactions, agreements, understandings or arrangements, whether in or other than in the ordinary course of business and execute, deliver, implement and fully perform any and all obligations, instruments, documents and papers or otherwise in connection with any of the foregoing, and compromise or settle any Claims, Interests, or Causes of Action

without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules in all respects. After the Effective Date, a certified copy of this Confirmation Order may be filed with the appropriate clerk or recorded with the recorder of any federal, state, province, county, or local authority, whether foreign or domestic, to act to effectuate the transfer of all property in each Estate (with the exception of the GUC Trust Assets transferred or issued to the GUC Trust and governed by the GUC Trust Agreement) to the Reorganized Debtors, vesting the Reorganized Debtors with all right, title, and interest of the Debtors to the property in each Estate, free and clear of all Liens, Claims, Interests, and other encumbrances of record.

91. **Effectiveness of All Corporate Actions.** All actions contemplated by the Plan, the Restructuring Support Agreement, and the Definitive Documents, as the same may be modified from time to time prior to the Effective Date, are hereby effective and authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Confirmation Order, without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or equity holders of the Debtors or the Reorganized Debtors and with the effect that such actions had been deemed taken by unanimous action of such officers, directors, managers, members, or equity holders.

92. **Release, Exculpation, Discharge, and Injunction Provisions.** All release, exculpation, discharge, and injunction provisions embodied in the Plan, including those contained in Article VIII.A-G. of the Plan are hereby approved and authorized in their entirety and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, without further order or action by this Court.

93. **Executory Contracts and Unexpired Leases.** The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V and Article IV.B of

the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption, assumption and assignment or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

94. The Debtors' determinations regarding the assumption, assumption and assignment, or rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan and are in the best interests of the Debtors, their Estates, Holders of Claims or Interests, and other parties in interest in these Chapter 11 Cases. This Confirmation Order shall constitute a Final Order approving the assumptions, assumptions and assignments, and rejections of the Executory Contracts and Unexpired Leases as set forth in the Plan and the Assumed Executory Contracts and Unexpired Leases Schedule pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

95. **Plan Supplement.** The Plan Supplement contains the following documents (each as defined in the Plan): (a) the Assumed Executory Contracts and Unexpired Leases Schedule; (b) New First Lien Term Loan Facility Documents; (c) the Schedule of Retained Causes of Action; (d) the Rejected Executory Contracts and Unexpired Leases Schedule; (e) the Implementation Agreement; (f) the GUC Trust Agreement; (g) the Servicing Agreement; (h) Corporate Governance Documents; (i) the Required Licenses Schedule; (j) the Restructuring Transactions Memorandum; (k) an initial schedule of the GUC Litigation Claims as the same may be amended, modified, or supplemented from time to time, consistent with the definition of Non-Released Parties (including the schedule of Non-Released Parties, as the same may be amended, modified, or supplemented from time to time, consistent with the definition of Non-Released Parties); and (l) a schedule of Retained Preference Actions that will include all Persons and Entities that received payments during 90-day period prior to the Petition Date pursuant to SOFA 3 attached to any

Statement of Financial Affairs Filed in the Chapter 11 Cases with respect to any Debtor, which schedule shall be amended, modified, or supplemented from time to time to be consistent with the definition of Non-Released Parties, including after the GUC Trustee receives the list of Go-Forward Vendors; *provided* that, for the avoidance of doubt, any Person or Entity on the list of Go-Forward Vendors shall be removed from the schedule of Retained Preference Actions and shall not be included in the definition of Non-Released Parties. The Debtors reserve the right to alter, amend, modify, or supplement any document in the Plan Supplement in accordance with the Plan, at any time before the Effective Date of the Plan or any such other date as may be provided for by the Plan or by order of the Court. Notwithstanding anything in this Confirmation Order, the documents included in the Plan Supplement, whether filed by the Debtors prior to or after the Confirmation Hearing, remain subject in all respects to the consent, approval and similar rights contained in the Plan.

96. **Restructuring Transactions.** Subject to the terms of the Plan, the Debtors or Reorganized Debtors, as applicable, are hereby authorized, immediately upon entry of this Confirmation Order (but subject to the occurrence of the Effective Date), to enter into and take all steps desirable or necessary to effectuate the Restructuring Transactions, including the entry into and consummation of the transactions contemplated by the Plan and the Plan Supplement, as the same may be modified in accordance with the Plan from time to time prior to the Effective Date (including, without limitation, any restructuring transaction steps set forth in the Restructuring Transactions Memorandum or other exhibits to or referred to in the Plan Supplement), and may take any actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Reorganized Debtors, as and to the extent provided in the Plan. Any transfers of assets, Claims,

or Interests effected or any obligations incurred through the Restructuring Transactions (including the DIP Credit Bid and transfer of Existing Contract Assets and the Other Retained Assets as contemplated in the Restructuring Transactions Memorandum) are hereby approved and shall be deemed not to constitute a fraudulent conveyance, fraudulent transfer, or undervalue transaction or any similar avoidable or voidable transaction and shall not otherwise be subject to avoidance, recharacterization, or subordination for any purposes whatsoever and shall not constitute an unfair preference or a preferential transfer, fraudulent conveyance, or any similar avoidable or voidable transaction under the Bankruptcy Code or any applicable law, whether federal, state, or foreign law. Except as otherwise provided in the Plan, each Reorganized Debtor, as applicable, shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, under the applicable law in the jurisdiction in which such applicable Debtor is incorporated or formed. The Debtors or Reorganized Debtors, as applicable, are hereby authorized, immediately upon entry of this Confirmation Order, without the need to seek any third-party consents, corporate approvals, or further approvals of this Court, to take any and all actions necessary to implement the Restructuring Transactions contemplated by the Restructuring Transactions Memorandum, including the DIP Credit Bid and transfer of Existing Contract Assets and the Other Retained Assets.

97. **New OpCo Acquisition.** On or before the Effective Date, the New OpCo Acquisition shall be effectuated in accordance with the Plan. The Debtors or Reorganized Debtors, as applicable, shall take all applicable actions set forth in the Restructuring Transactions Memorandum and may take any additional action as may be necessary or appropriate to effectuate the New OpCo Acquisition, and any transaction described in, approved by, contemplated by, or

necessary to effectuate the New OpCo Acquisition and the Restructuring Transactions that are consistent with and pursuant to the terms and conditions of the Plan and the Restructuring Transactions Memorandum, which transactions may include, as applicable: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and Restructuring Transactions Memorandum and that satisfy the applicable requirements of applicable law and any other terms to which the applicable parties may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and Restructuring Transactions Memorandum and having other terms to which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, formation, merger, consolidation, conversion, amalgamation, arrangement, continuance, dissolution, or other certificates or documentation pursuant to applicable law; (4) the execution and delivery of the Corporate Governance Documents, as applicable; (5) the formation of the SPV and granting to New OpCo a license to all of SPV's assets and a purchase option, in accordance with the Restructuring Support Agreement; (6) the execution, delivery, and filing of the Servicing Agreement; and (7) all other actions that the applicable Reorganized Debtors, with the consent of the DIP Lender and the Required Consenting Term Lenders, and with the consent, not to be unreasonably withheld, of the Committee or GUC Trustee, as applicable, if such action in any way impacts the GUC Trust Assets or GUC Trust, determine to be necessary or advisable, including making filings or recordings that may be required by applicable law in connection with the Plan or the Restructuring Transactions Memorandum. All Holders of Claims and Interests receiving

distributions pursuant to the Plan and all other necessary parties in interest, including any and all agents thereof, shall prepare, execute, and deliver any agreements or documents, including any subscription agreements, and take any other actions as the Debtors, with the consent of the DIP Lender and the Required Consenting Term Lenders, and with the consent, not to be unreasonably withheld, of the Committee or GUC Trustee, as applicable, if such action in any way impacts the GUC Trust Assets or GUC Trust, determine are necessary or advisable to effectuate the provisions and intent of the Plan. All actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Restructuring Transactions, including, for the avoidance of doubt, any and all actions required to be taken under applicable nonbankruptcy law are hereby authorized.

98. On the Effective Date, the Debtors' operating assets other than the Existing Contract Assets, the Other Retained Assets, and the GUC Trust Assets, shall, pursuant to section 1141 of the Bankruptcy Code, be transferred to and vest in New OpCo free and clear of all Liens, Claims, charges, or other encumbrances pursuant to the terms of the Restructuring Transactions Memorandum, the Plan, and the Confirmation Order.

99. On and after the Effective Date, New HoldCo, New OpCo, and CFCo may operate their business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action assumed or acquired pursuant to the Definitive Documents without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

100. **Subordination.** Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

101. **Release of Liens.** Except as otherwise provided in the New First Lien Term Loan Facility Documents, the Plan, the Confirmation Order, or in any contract, instrument, release, or other agreement or document amended or created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with this Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Liens and/or security interests, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens. To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or

desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

102. **Approval of the New First Lien Term Loan Facility.** On the Effective Date, the applicable Reorganized Debtors, CFCo, and/or any successors, assigns, or transferees of the applicable Debtors or Reorganized Debtors, including in connection with the Restructuring Transactions, shall, subject to the terms and conditions provided for in the various documents and agreements associated therewith enter into the New First Lien Term Loan Facility (the terms of which are set forth in the New First Lien Term Loan Facility Term Sheet). To the extent applicable, entry of this Confirmation Order shall be deemed (a) approval of the New First Lien Term Loan Facility (including the transactions, payments and related agreements contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the applicable Debtors or the Reorganized Debtors, and/or any successors, assigns, or transferees of the applicable Debtors or Reorganized Debtors, including in connection with the Restructuring Transactions, as applicable, in connection therewith), to the extent not approved by the Court previously, and (b) authorization for the applicable Debtors or the Reorganized Debtors, and/or any successors, assigns, or transferees of the applicable Debtors or Reorganized Debtors, including in connection with the Restructuring Transactions, as applicable, to, without further notice to or order of the Court, (i) execute and deliver those documents and agreements necessary or appropriate to pursue or obtain the New First Lien Term Loan Facility, grant the Liens provided for and contemplated in connection with the New First Lien Term Loan Facility, and incur and pay any and all fees and expenses in connection therewith,

and (ii) act or take action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Debtors or the Reorganized Debtors, and/or any successors, assigns, or transferees of the applicable Debtors or Reorganized Debtors, including in connection with the Restructuring Transactions, as applicable, may deem to be necessary to consummate the New First Lien Term Loan Facility.

103. As of the Effective Date, the New First Lien Term Loan Facility shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors and/or any successors, assigns, or transferees of the applicable Debtors or Reorganized Debtors, including in connection with the Restructuring Transactions, enforceable in accordance with their terms. Such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination for any purposes whatsoever under applicable federal, state, or foreign law, the Plan or this Confirmation Order, and upon the creation, granting or continuation of Liens in accordance with the Plan, the New First Lien Term Loan Facility Documents, and other agreements or documentation related thereto, such Liens shall constitute valid, binding, enforceable, and automatically perfected Liens in the collateral specified in the New First Lien Term Loan Facility Documents, as applicable, without the need for any further action on the part of the applicable Agent under the New First Lien Term Loan Facility. Each of the Agents or holder(s) of Liens under the New First Lien Term Loan Facility are authorized to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The guarantees, mortgages, pledges, Liens, and other security interests granted to secure the obligations arising under the New First Lien Term Loan Facility have been granted in good faith, for legitimate business purposes, and for reasonably equivalent value as an inducement to the lenders thereunder

to extend credit thereunder and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination for any purposes whatsoever under applicable federal, state, or foreign law, the Plan, or this Confirmation Order, and shall not constitute unfair preferences, preferential transfers, fraudulent transfers or fraudulent conveyances, or any similar avoidable or voidable transactions under the Bankruptcy Code or any applicable federal, state, or foreign law, and the priorities of such Liens and security interests shall be as set forth in the New First Lien Term Loan Facility Documents. The Reorganized Debtors, and/or any successors, assigns, or transferees of the applicable Debtors or Reorganized Debtors, including in connection with the Restructuring Transactions, and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or foreign law that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

104. **New Common Equity and GUC Trust CFCo Preferred Equity.** On the Effective Date, CFCo Parent shall issue the New Common Equity and the GUC Trust CFCo Preferred Equity pursuant to the Plan. The issuance of the New Common Equity and the GUC Trust CFCo Preferred Equity by the Reorganized Debtors shall be authorized without the need for any further corporate or other action by the Debtors or Reorganized Debtors or by Holders of any Claims or Interests. All New Common Equity and GUC Trust CFCo Preferred Equity shall be,

upon issuance, duly authorized, validly issued, fully paid and non-assessable. With respect to the GUC Trust CFCo Preferred Equity, the GUC Trustee and CFCo shall determine the most tax efficient and administratively feasible (which, for the avoidance of doubt, shall not require CFCo to register its securities under applicable securities laws) manner for distribution of the GUC Trust CFCo Preferred Equity upon dissolution of the GUC Trust; provided that the costs of implementation of such distribution shall be borne by the GUC Trust. The GUC Trust shall have the option, exercisable in the discretion of the GUC Trustee, to sell all (but not less than all) of the GUC Trust CFCo Preferred Equity to CFCo for \$1.00. Such option shall be exercisable at any time upon at least 15 days prior notice to CFCo. For the avoidance of doubt, nothing herein shall preclude the GUC Trust and CFCo from negotiating a sale of the GUC Trust CFCo Preferred Equity to CFCo at any time.

105. **Corporate Governance Documents.** The terms of the Corporate Governance Documents (or the term sheets thereof, including the New HoldCo Governance Term Sheet) attached to the Plan Supplement as Exhibit H as may be amended, restated, amended and restated, supplemented or modified on or before the Effective Date consistent with the Plan, are approved in all respects. To the extent any Corporate Governance Document is not attached to the Plan Supplement as of the entry of this Confirmation Order, such Corporate Governance Document is approved to the extent it is consistent with this Confirmation Order, the Plan, and the Plan Supplement (including any applicable consent rights set forth therein). The obligations of the applicable Reorganized Debtors related thereto will, upon execution, constitute legal, valid, binding, and authorized obligations of each of the Debtors or Reorganized Debtors, as applicable, enforceable in accordance with their terms and not in contravention of any state, federal, or foreign law. To the extent applicable, entry of this Confirmation Order shall be deemed approval of the

Corporate Governance Documents (including the transactions and related agreements contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the applicable Debtors or the Reorganized Debtors, and/or any successors, assigns, or transferees of the applicable Debtors or Reorganized Debtors, including in connection with the Restructuring Transactions, as applicable, in connection therewith), to the extent not approved by the Court previously, and on the Effective Date, without any further action by the Court or the directors, officers, or equity holders of any of the Reorganized Debtors, each Reorganized Debtor, as applicable, will be and is authorized to enter into the Corporate Governance Documents and all related documents to which such Reorganized Debtor is contemplated to be a party on the Effective Date. In addition, on the Effective Date, without any further action by the Court or the directors, officers or equity holders of any of the Reorganized Debtors, each applicable Reorganized Debtor will be and is authorized to: (a) execute, deliver, file, and record any other contracts, assignments, certificates, instruments, agreements, guaranties, or other documents executed or delivered in connection with the Corporate Governance Documents; (b) issue the New Common Equity and the GUC Trust CFCo Preferred Equity; (c) perform all of its obligations under the Corporate Governance Documents; and (d) take all such other actions as any of the responsible officers of such Reorganized Debtor may determine are necessary, appropriate or desirable in connection with the consummation of the transactions contemplated by the Corporate Governance Documents. Notwithstanding anything to the contrary in this Confirmation Order or Article XI of the Plan, after the Effective Date, any disputes arising under the Corporate Governance Documents will be governed by the jurisdictional provisions therein. For the avoidance of doubt, any claimant's acceptance of the New Common Equity or the GUC Trust CFCo Preferred Equity shall be deemed as its agreement to be bound by the Corporate

Governance Documents without the need for execution by any party other than the applicable Reorganized Debtor(s).

106. **Establishment of GUC Trust and Approval of GUC Trust Agreement.** On or prior to the Effective Date, the Debtors and the GUC Trustee shall execute the GUC Trust Agreement attached to the Plan Supplement, as may be altered, amended, modified or supplemented prior to the Effective Date. The GUC Trust Agreement is approved (including, for the avoidance of doubt, the limitation of liability provision set forth in Article VII therein with respect to the GUC Trustee) and the Debtors, Reorganized Debtors, New OpCo and CFCo, as applicable, are authorized and directed to execute and perform under the GUC Trust Agreement without further order of the Court. The GUC Trustee is authorized to execute and perform under the GUC Trust Agreement and is vested with all of the power and authority set forth in the Plan and the GUC Trust Agreement and otherwise as is necessary and proper to carry out the provisions of the Plan or the GUC Trust Agreement, as applicable.

107. **Compromise of Controversies.** In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved under the Plan and the entry of this Confirmation Order constitutes approval of such compromise and settlement under Bankruptcy Rule 9019; *provided* that nothing in the Plan or this Confirmation Order shall be deemed to release, waive, compromise, settle, impair, or enjoin any Claim or Cause of Action against any Non-Released Party.

108. **Indemnification Obligations.** On and as of the Effective Date, to the fullest extent permitted by applicable law, with the exception of the Indemnification Obligations owed to any Non-Released Party, all Indemnification Obligations shall be reinstated and remain intact,

irrevocable, and shall survive the effectiveness of the Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other Professionals of the Debtors, as applicable, than the indemnification provisions in place prior to the Effective Date. Any indemnification agreement with any Non-Released Party will be rejected and/or discharged by the Debtors on the Effective Date, provided that such rejection/discharge shall not affect the availability of insurance coverage for any GUC Litigation Claim. None of the Reorganized Debtors shall amend and/or restate its respective organizational documents on or after the Effective Date to, and the Corporate Governance Documents shall not, terminate, reduce, discharge, impair or adversely affect in any way (1) any of the Reorganized Debtors' obligations referred to in the immediately preceding sentence or (2) the rights of such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other Professionals of the Debtors. All Indemnification Obligations shall be deemed Executory Contracts and, except as otherwise provided herein, shall be assumed by the Reorganized Debtors and assigned to New OpCo, in accordance with the Restructuring Support Agreement, under the Plan unless such obligation (i) was rejected by the Debtors pursuant to a Court order or (ii) is the subject of a motion to reject pending on the date of the Confirmation Hearing.

109. **Authorization to Consummate.** The Debtors are authorized to consummate the Plan after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article IX of the Plan.

110. **Professional Compensation.** All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Court shall determine the

Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Court allows, including from the Professional Fee Escrow Account. The Reorganized Debtors will establish the Professional Fee Escrow Account in trust for the Professionals and fund such account with Cash equal to the Professional Fee Amount on the Effective Date. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors.

111. The amount of Allowed Professional Fee Claims shall be paid in Cash to the Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When such Allowed Professional Fee Claims have been paid in full, any remaining amount held in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Court. From and after the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or the Reorganized Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

112. **Section 345.** For most of the Debtors' banks, the Debtors are in compliance with Section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines requiring that the bank accounts listed in the Debtors' Cash Management Motion be U.S. Trustee authorized depositories. The Debtors settled with the U.S. Trustee regarding the bank account at Woodforest National Bank, the Debtors only non-authorized bank.

113. **Certain Securities Law Matters.** Pursuant to section 1145 of the Bankruptcy Code or any other applicable exemption, the offering, issuance, and distribution of the New Common Equity and the GUC Trust CFCo Preferred Equity, as contemplated by Article IV.B of the Plan, (a) shall be exempt from the registration and/or prospectus delivery requirements of section 5 of the Securities Act and any other applicable federal, state, local or other law requiring registration and/or delivery of prospectuses prior to the offering, issuance, distribution, or sale of securities, (b)(i) are not “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, and (ii) are freely tradable and transferable in the United States by each recipient thereof that (A) is an entity that is not an “underwriter” as defined in section 1145(b)(1) of the Bankruptcy Code, (B) is not an “affiliate” of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (C) has not been such an “affiliate” within 90 days of the time of the transfer, and (D) has not acquired such securities from an “affiliate” within one year of the time of transfer. Notwithstanding the foregoing, such New Common Equity shall remain subject to compliance with applicable securities laws and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such New Common Equity and subject to any restrictions in the Corporate Governance Documents.

114. **Section 1146(a) Exemption.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code and applicable law, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (a) the issuance, reinstatement, distribution, transfer, or exchange of any debt, or other Interest in the Debtors or the Reorganized Debtors; (b) the Restructuring Transactions, including the New OpCo Acquisition; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional

indebtedness by such or other means; (d) the making, assignment, or recording of any lease or sublease; (e) the grant of collateral as security for the New First Lien Term Loan Facility; or (f) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

115. **Provisions Regarding the UCC Settlement.** The Plan incorporates and implements the UCC Settlement, a compromise and settlement of numerous issues and disputes between and among (a) the Debtors, the DIP Lender and the Consenting Term Loan Lenders and (b) the Committee designed to achieve a reasonable and effective resolution of the Chapter 11 Cases. Except as otherwise expressly set forth herein or in the Plan, the UCC Settlement

constitutes a settlement of all potential issues and Claims between and among the Debtors, the Committee, and the DIP Lender and Consenting Term Loan Lenders.

116. **Provisions Regarding the Ketayi Claimants.** Notwithstanding anything to the contrary in the Plan, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Packages, the Plan Supplement, all other materials distributed by the Debtors in connection with Confirmation of the Plan, or this Confirmation Order, solely with respect to any claims held or asserted by the named plaintiffs and/or all putative class members (the “Ketayi Claimants”) in *Ketayi, et al. v. Health Enrollment Group, et al.*, No. 3:20-cv-01198 (S.D. Cal. filed June 26, 2020) (the “Ketayi Litigation”) against the non-debtor defendants named in the Ketayi Litigation (namely, Health Enrollment Group, Administrative Concepts, Inc., AXIS (d/b/a Axis Insurance Company), Alliance for Consumers USA, Cost Containment Group, Inc., and Ocean Consulting Group, Inc. (the “Ketayi Non-Debtor Defendants”)), but excluding claims brought or that could be brought by, through, or under the Debtors against the Ketayi Non-Debtor Defendants, if any:

- a. The Ketayi Non-Debtor Defendants shall not constitute Released Parties under the Plan, including for purposes of the Third-Party Release set forth in Article VIII.E of the Plan; and
- b. Other than with respect to claims brought or that could be brought by, through, or under the Debtors against the Ketayi Non-Debtor Defendants, if any, no provision of the Plan or this Confirmation Order, including, without limitation, the injunction provisions of Article VIII.G of the Plan, shall be deemed to prevent, prohibit or otherwise affect the Ketayi’s Claimants’ rights to proceed with the Ketayi Litigation against the Ketayi Non-Debtor Defendants, or to otherwise pursue rights and claims against the Ketayi Non-Debtor Defendants.

117. Nothing in the Plan or this Confirmation Order shall limit, modify, or enlarge the relief set forth in the *Stipulation and Agreed Order (I) Resolving Emergency Motion of Putative Class Plaintiffs Eric Ketayi and Miryam Ketayi for Limited Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d) to Permit the United States District Court for the Southern District*

*of California to Adjudicate Motions for Class Certification and Related Relief, (II) Granting Limited Modification of the Automatic Stay, and (III) Granting Interim Relief from Claims Bar Date Order* [Docket No. 235] (the “Ketayi Stipulated Order”). In the event of any inconsistency between this Confirmation Order and the Ketayi Stipulated Order, the provisions of the Ketayi Stipulated Order shall control. In the event the California District Court has not entered an order granting or denying the Class Certification Motion prior to the Effective Date of the Plan, nothing in the Plan, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Packages, the Plan Supplement, all other materials distributed by the Debtors in connection with Confirmation of the Plan, or this Confirmation Order shall enjoin, prohibit, prevent or bar the California District Court from issuing rulings and entering orders solely on the Pending Motions as contemplated in the Ketayi Stipulated Order. For the avoidance of doubt, the automatic stay under section 362(d) of the Bankruptcy Code is not waived except as expressly set forth in the Ketayi Stipulated Order.<sup>5</sup>

118. **Provisions Regarding Certain Insurance Underwriters.** Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or the Plan Supplement, nothing shall affect or otherwise impair the rights of Beazley Syndicates 623 and 2623 and Hiscox Syndicate 33 under Policy Nos. B0507N17FT08360 and B0621PHEAL003118 (collectively, the “Insurance Underwriters”) or in connection with the pending litigation styled *Benefytt Technologies, Inc. v. Capital Specialty Insurance Corporation, et al.*, Case No. C.A. No. N21C-02-143 PRW [CCLD], pending in the Superior Court of the State of Delaware, to assert any right of setoff that such Insurance Underwriters may have under applicable bankruptcy or non-

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<sup>5</sup> Capitalized terms used in this paragraph but not defined have the meanings given to them in the Ketayi Stipulated Order.

bankruptcy law and, to the extent that there are any such setoff rights, such rights are expressly preserved under section 553 of the Bankruptcy Code (including for the avoidance of doubt, the Debtors' or Reorganized Debtors' rights to object or contest the same); *provided* that nothing under the Confirmation Order, the Plan, or the Plan Supplement shall be construed to create any additional setoffs against the Debtors or Reorganized Debtors; *provided, further*, that in no event shall the Insurance Underwriters be entitled to exercise any setoff unless the Insurance Underwriters have Filed a motion with the Court requesting the authority to perform such setoff (the "Setoff Motion") and the Court grants such Setoff Motion.

119. **Provisions Regarding Kforce.** Pursuant to the Assumed Executory Contracts and Unexpired Leases Schedule attached as Exhibit A to the Plan Supplement and Article V.C of the Plan, the Debtors shall pay the outstanding cure payment in connection with that certain Client Services Agreement (the "Kforce Agreement") dated April 8, 2021, between Debtor Benefytt Technologies, Inc., and Kforce Inc. ("Kforce") in an amount equal to \$10,770. Upon receipt of the cure payment, Kforce agrees to not oppose the Debtors' termination of the Kforce Agreement. Furthermore, the Debtors agree to waive any avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code against Kforce, if any, in exchange for Kforce's agreement to waive enforcement of any damage claim, including any liquidated damages claim, under the Kforce Agreement.

120. **Approval of Consents and Authorization to Take Acts Necessary to Implement the Plan.** This Confirmation Order is, and shall be, binding upon and shall govern the acts of all Persons or Entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and state officials, and corresponding officials in all applicable jurisdictions, both foreign and domestic, and all other

persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any document or instrument. Each and every federal, state, local, and foreign government agency is hereby directed to accept any and all documents and instruments necessary, useful, advisable, or appropriate (including financing statements under the applicable uniform commercial code) to effectuate, implement, and consummate the transactions contemplated by the Plan, including the Restructuring Transactions, and this Confirmation Order and, to the extent such Persons or Entities are not identified by the Debtors or Reorganized Debtors, as applicable, after reasonable due inquiry, the Debtors or Reorganized Debtors, as applicable, shall be granted power of attorney to sign on behalf of such Person or Entity.

121. This Confirmation Order shall constitute all authority, approvals, and consent required, if any, by the laws, rules, and regulations of any states, federal, and any other governmental authority with respect to the implementation or consummation of the Plan and any certifications, mortgages, documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, the New First Lien Term Loan Facility Documents, and any certifications, mortgages, documents, instruments, securities, or agreements, and any amendments or modifications thereto.

122. **Continued Effect of Stays and Injunction.** Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or any order of the Court that is in existence upon entry of this Confirmation Order shall remain in full force and effect until the Effective Date. All

injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

123. **Nonseverability of Plan Provisions Upon Confirmation.** Each term and provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, as applicable; and (c) nonseverable and mutually dependent.

124. **Post-Confirmation Modifications.** In accordance with Article X.A of the Plan, without need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary or desirable to effectuate the Plan that are consistent with the Plan, subject to any applicable consents or consultation rights set forth therein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify the Plan with respect to any such Debtor, one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X.A of the Plan. For the avoidance of doubt, nothing in this paragraph 124 shall alter, change, modify, or amend the GUC Trust Assets being transferred to the GUC Trust on the Effective Date, or any terms of the GUC

Trust Agreement without the express written consent (not to be unreasonably withheld) of the Committee or GUC Trustee, as applicable.

125. **Applicable Nonbankruptcy Law.** The provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable federal, state, or foreign law.

126. **Waiver of Filings.** Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to File any list, schedule, or statement with the Court or the Office of the U.S. Trustee is permanently waived as to any such list, schedule, or statement not Filed as of the Confirmation Date.

127. **Governmental Approvals Not Required.** This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority, with respect to the dissemination, implementation, or consummation of the Plan and the Disclosure Statement, any certifications, documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement, including the documents contained in the Plan Supplement, the implementation and consummation of the Restructuring Transactions, and any other documents that are necessary or desirable to implement or consummate the Restructuring Transactions.

128. **Reporting.** After entry of this Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall have no obligation to File with the Court, serve on any parties, or otherwise provide any party with any other report that the Debtors or Reorganized Debtors, as applicable, were obligated to provide under the Bankruptcy Code or an order of the Court, including obligations to provide any reports to any parties otherwise required under the “first” and

“second” day orders entered in these Chapter 11 Cases; *provided* that the Debtors or Reorganized Debtors, as applicable, and the GUC Trustee will comply with the U.S. Trustee’s quarterly reporting requirements. From the Confirmation Date through the Effective Date, the Debtors will File such reports as are required under the Bankruptcy Local Rules.

129. **Notices of Confirmation and Effective Date.** The Reorganized Debtors shall cause service of the notice of entry of this Confirmation Order and the occurrence of the Effective Date, substantially in the form attached hereto as **Exhibit B** (as may be revised to the applicable Debtors, the “Notice of Effective Date”), to be provided in accordance with Bankruptcy Rules 2002 and 3020(c) on all Holders of Claims and Interests within ten (10) Business Days after the Effective Date or as soon as reasonably practicable thereafter. Notwithstanding the above, no notice of Confirmation or Consummation or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Confirmation Hearing, but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address,” “forwarding order expired,” or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address. The Confirmation Hearing Notice, this Confirmation Order, and the Notice of Effective Date are adequate under the particular circumstances of these Chapter 11 Cases and no other or further notice is necessary.

130. **Failure of Consummation.** If Consummation does not occur for a Debtor, the Plan and the findings in this Confirmation Order shall be null and void in all respects as to such Debtor and nothing contained in the Plan or the Disclosure Statement as to such Debtor shall: (a) constitute a waiver or release of any claims (including Claims) by the Debtors, any Holders of Claims or Interests, or any other Entity; (b) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (c) constitute an admission,

acknowledgement, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity.

131. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under section 1101(2) of the Bankruptcy Code.

132. **Waiver.** Notwithstanding Bankruptcy Rule 3020(e) or 6004, this Confirmation Order is effective on September 5, 2023 at 5:00 p.m. Central time..

133. **References to and Omissions of Plan Provisions.** References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by this reference.

134. **Headings.** Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

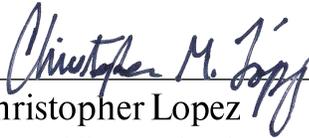
135. **Effect of Conflict.** This Confirmation Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. If there is any inconsistency between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order govern and control.

136. **Final Order.** This Confirmation Order is a Final Order and the period in which an appeal must be Filed shall commence upon the entry hereof.

137. **Retention of Jurisdiction.** The Court may properly, and upon the Effective Date shall, to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and

related to, these Chapter 11 Cases, including the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code. Notwithstanding anything in the Plan or this Confirmation Order to the contrary, this Court retains jurisdiction to the maximum extent otherwise allowed by law under the applicable circumstances.

Signed: August 30, 2023

  
\_\_\_\_\_  
Christopher Lopez  
United States Bankruptcy Judge

**EXHIBIT A**

**Plan**

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

In re:	)	Chapter 11
	)	
BENEFYTT TECHNOLOGIES, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-90566 (CML)
	)	
Debtors.	)	(Jointly Administered)
	)	

**FIRST AMENDED JOINT CHAPTER 11 PLAN OF BENEFYTT  
TECHNOLOGIES, INC. AND ITS DEBTOR AFFILIATES (TECHNICAL MODIFICATIONS)**

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*Co-Counsel to the Debtors  
and Debtors in Possession*

*Co-Counsel to the Debtors  
and Debtors in Possession*

Dated: August 30, 2023

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<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: Benefytt Technologies, Inc. (2634); American Service Insurance Agency LLC (9115); Benefytt Reinsurance Solutions, LLC (4601); BimSym-HPIH, LLC (4626); Dawn Acquisition Company, LLC (0909); Daylight Beta Intermediate Corp. (7248); Daylight Beta Intermediate II Corp. (8842); Daylight Beta Parent Corp. (6788); Health Insurance Innovations Holdings, Inc. (1994); Health Plan Intermediaries Holdings, LLC (0972); Healthinsurance.com, LLC (9525); HealthPocket, Inc. (3710); Insurance Center for Excellence, LLC (4618); RxHelpline, LLC (9940); Sunrise Health Plans, LLC (3872); TogetherHealth Insurance, LLC (9503); TogetherHealth PAP, LLC (8439); and Total Insurance Brokers, LLC (7975). The location of the Debtors’ service address is: 3450 Buschwood Park Drive, Suite 200, Tampa, Florida 33618.

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## INTRODUCTION

Benefytt Technologies, Inc. and the above-captioned debtors and debtors in possession (each a “Debtor,” and collectively, the “Debtors”) propose this joint chapter 11 plan of reorganization (together with any documents comprising the Plan Supplement and as may be modified, amended, or supplemented from time to time, the “Plan”) for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

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

### A. *Defined Terms.*

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

1. “*1125(e) Exculpation Parties*” means, collectively, and in each case in its capacity as such: (a) each of the Exculpated Parties; (b) the directors and officers of any of the Debtors; (c) each Consenting Stakeholder; (d) the DIP Agent and DIP Lender; and (e) with respect to the foregoing parties, the Related Parties thereof; provided that, in each case, a Person or Entity shall not be a 1125(e) Exculpation Party if such Person or Entity is a Non-Released Party.
2. “*Ad Hoc Group Advisors*” means (i) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Ad Hoc Group of Term Lenders, (ii) FTI Consulting, Inc., as financial advisor to the Ad Hoc Group of Term Lenders, (iii) Faegre Drinker Biddle & Reath LLP, as regulatory counsel to the Ad Hoc Group of Term Lenders, and (iv) one local counsel in each other relevant local jurisdiction.
3. “*Ad Hoc Group of Term Lenders*” means the ad hoc group of Term Lenders represented by the Ad Hoc Group Advisors.
4. “*Administrative Claim*” means a Claim against a Debtor for the costs and expenses of administration of the Chapter 11 Cases arising on or prior to the Effective Date pursuant to sections 328, 330, or 503(b) of the Bankruptcy Code and entitled to priority pursuant to sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims; (c) Prepetition First Lien Adequate Protection Claims (as defined in the DIP Orders), including in relation to the Adequate Protection Fees and Expenses (as defined in the DIP Orders); (d) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; and (e) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code to the extent such request is granted by the Bankruptcy Court.
5. “*Administrative Claims Bar Date*” means the deadline for Filing requests for payment of Administrative Claims, which: (a) with respect to Administrative Claims other than Professional Fee Claims, shall be thirty (30) days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be forty-five (45) days after the Effective Date.

6. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.

7. “*Agents*” means, collectively, the DIP Agent and the Prepetition Facility Agents, including any successors thereto.

8. “*Allowed*” means, with respect to any Claim or Interest, except as otherwise provided herein: (a) a Claim or Interest in a liquidated amount as to which no objection has been Filed prior to the applicable claims objection deadline and that is evidenced by a Proof of Claim or Interest, as applicable, timely Filed by the applicable Bar Date or that is not required to be evidenced by a Filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, the DIP Orders, or a Final Order; (b) a Claim or Interest that is scheduled by the Debtors as neither Disputed, contingent, nor unliquidated, and for which no Proof of Claim or Interest, as applicable, has been timely Filed in an unliquidated or a different amount; (c) a Claim or Interest that is upheld or otherwise Allowed or deemed Allowed (i) pursuant to the Plan; (ii) in any stipulation that is approved by the Bankruptcy Court; (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith; or (iv) by Final Order (including any such Claim to which the Debtors had objected or which the Bankruptcy Court had disallowed prior to such Final Order); *provided* that with respect to a Claim or Interest described in clauses (a) through (c) above, such Claim or Interest shall be considered Allowed only if and to the extent that with respect to such Claim or Interest no objection to the allowance thereof is Filed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so Filed and the Claim or Interest, as applicable, shall have been Allowed by a Final Order; *provided, further*, that no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the applicable Debtor or Reorganized Debtor, as applicable. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or Disputed, and for which no Proof of Claim or Interest is or has been timely Filed, is not considered Allowed and shall be deemed expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court. For the avoidance of doubt a Proof of Claim or Interest Filed after the Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. “Allow,” “Allowing,” and “Allowance” shall have correlative meanings.

9. “*Assumed Executory Contracts and Unexpired Leases Schedule*” means the schedule of Executory Contracts and Unexpired Leases to be assumed or assumed and assigned by the Debtors pursuant to the Plan, which shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time, subject to the consent rights set forth in the Restructuring Support Agreement.

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

11. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

12. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of Texas or such other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of the reference under 28 U.S.C. § 157, the United States District Court for the Southern District of Texas.

13. “*Bankruptcy Rules*” means 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, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court, as now in effect or hereafter amended.

14. “*Bar Date*” means, collectively, the dates established by the Bankruptcy Court by which Proofs of Claim must be Filed, other than Administrative Claims and other Claims and Interests not required to be Filed under the Bar

Date Orders, set in the Bar Date Orders, as may be consensually extended by the Debtors or (solely with respect to General Unsecured Claims) the GUC Trustee in writing.

15. “*Bar Date Orders*” means the Initial Bar Date Order and the Supplemental Bar Date Order.

16. “*Initial Bar Date Order*” means the *Order (I) Establishing the Claims Bar Date, (II) Re-Establishing the Governmental Bar Date, (III) Establishing the Rejection Damages Bar Date and the Amended Schedules Bar Date, (IV) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (V) Approving Notice of Bar Dates* entered by the Bankruptcy Court on May 23, 2023 at Docket No. 81 in the Chapter 11 Cases.

17. “*Baseline Switcher Budget*” means the switcher budget prepared by the Debtors, in the form attached as Exhibit 2 to the Restructuring Term Sheet.

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

19. “*Carrier Contracts*” means those agreements underlying the Existing Contract Assets set forth on Exhibit 3 attached to the Restructuring Term Sheet.

20. “*Cash*” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

21. “*Cash Collateral*” has the meaning set forth in section 363(a) of the Bankruptcy Code.

22. “*Cash Out Cap*” means \$160,000.

23. “*Cash Out Election*” means an election, evidenced by returning the Cash Out Election Form on or before the Cash Out Election Deadline, by a Holder of a General Unsecured Claim in an asserted amount that is greater than the Cash Out Cap but that irrevocably elects to have their Allowed General Unsecured Claim reduced to the amount of the Cash Out Cap in order to receive the Cash Out Recovery in full and final satisfaction of such Holder’s General Unsecured Claim; *provided* that any Holder of an Allowed General Unsecured Claim that makes the Cash Out Election shall agree not to “opt out” of the Third-Party Release.

24. “*Cash Out Election Deadline*” means the date that is thirty (30) days from the Effective Date; *provided* that solely in respect of the Potential Claimants that submit claims by the Limited Bar Date, each as defined in the Supplemental Bar Date Order, the later of thirty (30) days from the Effective Date and October 13, 2023.

25. “*Cash Out Election Form*” means a form, to be sent by the Claims, Noticing, and Solicitation Agent on or after the Confirmation Date to Holders of General Unsecured Claims, by which such Holders may elect the Cash Out Election.

26. “*Cash Out Holders*” means any Holder of a General Unsecured Claim (x) whose Allowed Claim is less than or equal to the Cash Out Cap or (y) who irrevocably elects the Cash Out Election by submitting a Cash Out Election Form by the Cash Out Election Deadline, in each case only with respect to such Holders of General Unsecured Claims who do not “opt out” of the Third-Party Release.

27. “*Cash Out Recovery*” means Cash in an amount equal to the lesser of (a) 25% of such Holder’s Allowed General Unsecured Claim or (b) such Holder’s *Pro Rata* share of the Cash Out Recovery Pool, in each case in full and final satisfaction of such Cash Out Holder’s Allowed General Unsecured Claim; *provided, further*, that each Cash Out Holder shall receive distributions solely from the Cash Out Recovery Pool, and shall not receive distributions from any other GUC Trust Assets.

28. “*Cash Out Recovery Pool*” means Cash in an amount equal to \$2.5 million to be contributed by the Debtors to the GUC Trust on the Effective Date for the benefit of Cash Out Holders; *provided* that for the avoidance

of doubt aggregate distributions to Cash Out Holders shall not exceed the amount of the Cash Out Recovery Pool in the aggregate; *provided, further*, that, to the extent any portion of the Cash Out Recovery Pool is not distributed to pay Cash Out Holders, the GUC Trustee shall, in its discretion, have the authority to establish an additional Cash Out Recovery Pool funded with such remaining funds, as provided in the GUC Trust Agreement.

29. “*Cause of Action*” or “*Causes of Action*” means any claims, cross-claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, judgments, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, tortious interference, breach of fiduciary duty, violation of state or federal law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) the right to object to or otherwise contest Claims or Interests; (d) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any other Avoidance Actions.

30. “*CFCo*” means, collectively, the Reorganized Debtor(s) that retain the Existing Contract Assets and the Other Retained Assets following the Restructuring Transactions.

31. “*CFCo Contribution*” means Cash in the amount of \$750,000 to be contributed by CFCo to the GUC Trust on or as soon as reasonably practicable after the second (2<sup>nd</sup>) anniversary of the Effective Date, which shall be allocated first to satisfy the carrying costs of maintaining and administering the GUC Trust and second to Holders of Allowed General Unsecured Claims who are not Cash Out Holders; *provided* that the CFCo Contribution may be contributed by CFCo to the GUC Trust prior to the second (2<sup>nd</sup>) anniversary of the Effective Date following full satisfaction of the New First Out Loans.

32. “*CFCo Corporate Governance Documents*” means the organizational and governance documents for CFCo, including, without limitation, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements (or equivalent governing documents), and the identity of proposed members of CFCo’s board of directors (or similar governing body), which CFCo Corporate Governance Documents shall be consistent with the Restructuring Term Sheet and the New First Lien Term Loan Facility, and shall be acceptable only to the Required Consenting Term Lenders.

33. “*CFCo Parent*” means the parent company of the Reorganized Debtor(s) which will issue New Common Equity on the Effective Date, as provided in the Restructuring Transactions Memorandum, in accordance with this Plan and the Restructuring Support Agreement.

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

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

36. “*Claims, Noticing, and Solicitation Agent*” means Stretto, Inc., the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

37. “*Claims Register*” means the official register of Claims and Interests in the Debtors maintained by the Claims, Noticing, and Solicitation Agent.

38. “*Class*” means a category of Holders of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.
39. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.
40. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code, as may be reconstituted from time to time.
41. “*Committee Professionals*” means Professionals retained in connection with the Chapter 11 Cases to represent the Committee.
42. “*Confirmation*” means entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.
43. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.
44. “*Confirmation Hearing*” means the hearing to be held by the Bankruptcy Court to consider Confirmation of the Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.
45. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which Confirmation Order shall be (i) in accordance with the Restructuring Support Agreement and the Definitive Documents and (ii) not subject to any stay.
46. “*Consenting Lenders*” means, collectively, the Consenting Revolving Credit Facility Lenders and the Consenting Term Lenders.
47. “*Consenting Lenders Expenses*” means the Consenting Revolving Credit Facility Lenders Restructuring Expenses and the Consenting Term Lenders Restructuring Expenses.
48. “*Consenting Revolving Credit Facility Lenders*” means Holders of the Revolving Credit Facility Claims that are signatories to the Restructuring Support Agreement or any subsequent Holder of Revolving Credit Facility Claims that becomes party thereto in accordance with the terms of the Restructuring Support Agreement, each solely in their capacity as such.
49. “*Consenting Revolving Credit Facility Lenders Restructuring Expenses*” means all reasonable and documented fees and out of pocket expenses of Moore & Van Allen PLLC and one local law firm, as counsel to the Priority Revolving Agent, and RPA Advisors, LLC as financial advisor to the Priority Revolving Agent, without any requirement for the filing of fee or retention applications in the Chapter 11 Cases, and in accordance with the terms of the applicable engagement letters, with any balance(s) paid on the Effective Date.
50. “*Consenting Sponsor*” means, collectively, Madison Dearborn Capital Partners VIII-A, L.P., Madison Dearborn Capital Partners VIII Executive-A, L.P., Madison Dearborn Capital Partners VIII-C, L.P., and Madison Dearborn Capital Partners VIII Executive-A2, L.P, which collectively own a majority of the equity interests of Daylight Beta Holdings, LP.
51. “*Consenting Stakeholders*” means, collectively, the Consenting Lenders, the Consenting Sponsor, and the DIP Lender.
52. “*Consenting Term Lenders*” means Holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, the Term Loan Claims that are signatories to the Restructuring Support Agreement or any subsequent Holder of Term Loan Claims that becomes party thereto in accordance with the terms of the Restructuring Support Agreement, each solely in its capacity as such.

53. “*Consenting Term Lenders Restructuring Expenses*” means all reasonable and documented fees and out of pocket expenses of Akin Gump Strauss Hauer & Feld LLP and local law firms in each relevant jurisdiction, as counsel to the Consenting Term Lenders, FTI Consulting, Inc., as financial advisor to the Consenting Term Lenders, and Faegre Drinker Biddle & Reath LLP, as regulatory counsel to the Consenting Term Lenders, without any requirement for the filing of fee or retention applications in the Chapter 11 Cases, and in accordance with the terms of the applicable engagement letters, with any balance(s) paid on the Effective Date.

54. “*Consummation*” means the occurrence of the Effective Date as to the applicable Debtor.

55. “*Corporate Governance Documents*” means the CFCo Corporate Governance Documents, the New HoldCo Corporate Governance Documents, and the SPV Corporate Governance Documents.

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

57. “*CV Funds*” means the amounts, if any, allocated to be paid to critical vendors pursuant to the *Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims of Critical Vendors, and (II) Granting Related Relief* [Docket No. 236] in accordance with the terms thereof but (a) not spent in connection therewith and (b) not spent for Cure Claims in respect of any Executory Contract or Unexpired Lease on the Assumed Executory Contracts and Unexpired Leases Schedule, which shall be allocated first to satisfy the carrying costs of maintaining and administering the GUC Trust and second to Holders of Allowed General Unsecured Claims who are not Cash Out Holders.

58. “*Debtor Release*” means the release given on behalf of the Debtors and their Estates to the Released Parties as set forth in Article VIII.D of the Plan.

59. “*Definitive Documents*” means, collectively, (a) the First Day Pleadings and all orders sought pursuant thereto; (b) the DIP Documents, including the DIP Credit Agreement and the DIP Orders; (c) the Disclosure Statement; (d) the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials; (e) the Plan; (f) the Plan Supplement; (g) the Servicing Agreement and any documents or agreements related thereto; (h) any documents or agreements relating to the effectuation of the New OpCo Acquisition; (i) the Baseline Switcher Budget; (j) the Confirmation Order; (k) the New First Lien Term Loan Facility Documents; (l) the Required Carrier Contract Amendments; (m) the Restructuring Transactions Memorandum; (n) the Corporate Governance Documents; and (o) such other agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by the Restructuring Support Agreement or the Plan.

60. “*Delayed Draw Term Lenders*” has the meaning given to the term “Delayed Draw Term Lenders” in the Prepetition Credit Agreement.

61. “*Delayed Draw Term Loan*” means the \$85 million in delayed draw term loans borrowed under the Prepetition Credit Agreement.

62. “*Delayed Draw Term Loan Claim*” means any and all Claims arising under, derived from, secured by, or on account of, related to, or in connection with the Delayed Draw Term Loans, or any other document related thereto.

63. “*Designated Estate Administration Expenses*” means, collectively, (a) professional fees and expenses incurred by Kirkland & Ellis LLP, Jackson Walker LLP, and Ankura Consulting Group, LLC in excess of the DIP Budget, and (b) 50% of Non-Operational Estate Costs; *provided* that (i) the DIP Lender shall fund its portion of the first \$5 million of Non-Operational Estate Costs in Cash and (ii) the DIP Lender shall fund its portion of Non-Operational Estate Costs over the first \$5 million with a superpriority promissory note payable to CFCo, secured by a senior lien on the assets of New OpCo.

64. “*DIP Agent*” means Wilmington Savings Fund Society, EB, in its capacity as administrative agent and collateral agent under the DIP Credit Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Credit Agreement.

65. “*DIP Budget*” means the budget prepared by the Debtors and approved by the Consenting Stakeholders for the weeks ending April 3, 2023 through September 18, 2023, in the form attached as Exhibit 1 to the Restructuring Term Sheet as may be amended, amended and restated, supplemented, or modified from time to time in accordance with the DIP Orders and the Restructuring Support Agreement.

66. “*DIP Claims*” means any and all Claims arising under, derived from, or based upon the DIP Loans, which DIP Claims shall have the priorities set forth in the DIP Credit Agreement and the DIP Orders.

67. “*DIP Credit Agreement*” means that certain senior secured superpriority debtor in possession credit agreement that governs the DIP Facility among, Benefytt Technologies, Inc., as borrower, the Debtor guarantors as party thereto, the DIP Agent, as administrative and collateral agent and the lender parties thereto, as may be amended, amended and restated, supplemented, or modified from time to time.

68. “*DIP Credit Bid Amount*” means, an amount equal to the aggregate amount of: (i) all of the Debtors’ unrestricted disbursements beginning June 1, 2023, through the Effective Date, other than non-operating disbursements specified in the DIP Budget beginning June 1, 2023, through the Effective Date; *provided* that, for the avoidance of doubt, for purposes of this definition, “non-operating disbursements” shall mean (a) interest payments in connection with the Revolving Credit Facility Claims and (b) non-operational professional fees, as specified in the DIP Budget; *plus* (ii) the following amounts (to the extent not included in subpart (i) of this definition): (a) the ProMedia bullet payment; (b) any critical vendor payments; (c) employee retention payments in excess of \$2 million; (d) the Excess Operational Funding; (e) the DIP Lender Fees; (f) all other fees and expenses paid in connection with the DIP Facility, including any fees and disbursements of the DIP Agent’s professionals, any other fees paid pursuant to the DIP Credit Agreement or fee letter(s) in connection therewith, and any fees paid in connection with the DIP Letter of Credit Facility; and (g) the Designated Estate Administration Expenses; *less* (iii) receipts of the Debtors beginning June 1, 2023, through the Effective Date, excluding (a) collections on the Existing Contract Assets, net of related commissions, (b) any extraordinary receipts (including receipts from tax refunds, litigation proceeds, insurance proceeds, MDF receipts on previous quarter outperformance, or similar, to the extent received), and (c) \$900,000 of VBC/CC&E/WellCare BPO collections. For the avoidance of doubt, there shall be no adjustment for ordinary course working capital, including both receivables and payables.

69. “*DIP Documents*” means the DIP Credit Agreement, the DIP Orders, and any other documents governing the DIP Facility that are entered into in accordance with the DIP Credit Agreement and the DIP Orders, and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

70. “*DIP Facility*” means that certain debtor in possession credit facility provided to the Debtors on the terms and conditions of the DIP Credit Agreement and the DIP Orders.

71. “*DIP Lender*” means Phoenix 2023 Merger Sub LLC, a limited liability company formed under the Laws of Delaware and owned solely by New HoldCo, in its capacity as lender under the DIP Credit Agreement and any other lenders party thereto.

72. “*DIP Lender Fees*” means the aggregate professional fees and expenses of the DIP Lender and funds controlled by Madison Dearborn Capital Partners associated with the Chapter 11 Cases and the documentation of the DIP Facility and the Definitive Documents up to an aggregate cap of \$1.5 million.

73. “*DIP Loans*” means the new money term loans extended to the Debtors pursuant to the DIP Credit Agreement and DIP Orders.

74. “*DIP Orders*” means, together, the Interim DIP Order and the Final DIP Order.

75. “*Disbursing Agent*” means, as applicable, the Reorganized Debtors or the Entity or Entities designated by the Debtors or the Reorganized Debtors, as applicable, to make or to facilitate distributions that are to be made pursuant to the Plan, which Entity may include the Claims, Noticing, and Solicitation Agent, the Agents, as applicable.

76. “*Disclosure Statement*” means the related disclosure statement with respect to this Plan, including all exhibits and schedules thereto and references therein that relate to this Plan, as may be amended, supplemented, or modified from time to time in accordance with the terms of the Restructuring Support Agreement, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law, and approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

77. “*Disputed*” means, as to a Claim or an Interest, any Claim or Interest, or any portion thereof: (a) that is not Allowed; (b) that is not disallowed by the Plan, the Bankruptcy Code, or a Final Order, as applicable; (c) as to which a dispute is being adjudicated by a court of competent jurisdiction in accordance with non-bankruptcy law; (d) that is Filed in the Bankruptcy Court and not withdrawn, as to which an objection or request for estimation has been Filed; and (e) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

78. “*Distribution Record Date*” means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the first day of the Confirmation Hearing or such other date agreed to by the Debtors and the Required Consenting Stakeholders.

79. “*Effective Date*” means, as to the applicable Debtor, the date that is the first Business Day on which (a) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A, of the Plan have been satisfied in full or waived in accordance with Article IX.B of the Plan and (b) the Plan is declared effective by the Debtors.

80. “*Entity*” means any entity, as defined in section 101(15) of the Bankruptcy Code.

81. “*Estate*” means as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of such Debtor’s Chapter 11 Case and all property (as defined in section 541 of the Bankruptcy Code) acquired by such Debtor after the Petition Date through and including the Effective Date.

82. “*Excess Operational Funding*” means all unrestricted operating disbursements of the Debtors in excess of \$42.9 million, as set forth in the budget dated April 5, 2023, for the period March 27, 2023 through May 31, 2023.

83. “*Exculpated Parties*” means, collectively, and in each case in its capacity as such: (a) each of the Debtors and (b) the Committee and each member of the Committee, solely in their respective capacities as such.

84. “*Executory Contract*” means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

85. “*Existing Contract Assets*” means all existing agreements between subsidiaries or affiliates of Daylight Beta Parent Corp. and any insurance carriers, intermediaries, policyholders, customers, or members in place as of June 1, 2023, held by the Debtors, and all rights to receive payment under such agreements.

86. “*Existing Contract Assets Collections Waterfall*” means the disbursement of collections from the Existing Contract Assets as follows:

1. *first*, to pay the operating and administrative liabilities of CFCo; then
2. *second*, to repay the New First Out Loans in full in cash; then
3. *third*, to repay the New Second Out Loans in full in cash; then
4. *fourth*, to repay the New Third Out Loans in full in cash; then
5. *fifth*, to pay GUC Trust CFCo Preferred Equity in full in cash; then

6. *sixth*, to the Holders of New Common Equity.

87. “*Existing Equity Interests*” means any Interests in Daylight Beta Intermediate Corp. existing immediately prior to the occurrence of the Effective Date.

88. “*Federal Judgment Rate*” means the federal judgment rate in effect pursuant to 28 U.S.C. § 1961 as of the Petition Date, compounded annually.

89. “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

90. “*Final DIP Order*” means the *Final Order (I) Authorizing The Debtors (A) To Obtain Postpetition Financing Pursuant To 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), And (II) To Utilize Cash Collateral Pursuant To 11 U.S.C. § 363, (II) Granting Adequate Protection To Prepetition Secured Parties Pursuant To 11 U.S.C. §§ 361, 362, 363, 364, 503, 506(c) and 507(b), (III) Scheduling Final Hearing Pursuant To Bankruptcy Rules 4001(b) and (c) and, (IV) Granting Related Relief* entered by the Bankruptcy Court on June 20, 2023 at Docket No. 237 in the Chapter 11 Cases.

91. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, modified, or amended, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and such time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002; *provided*, that the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules may be Filed relating to such order, shall not cause an order not to be a Final Order.

92. “*First Day Pleadings*” means the motions, declarations, pleadings and all other documents requesting certain emergency relief, or supporting the request for such relief, Filed by the Debtors on or around the Petition Date and heard at the “first day” hearing.

93. “*First Out Lenders*” means the Holders of Revolving Credit Facility Loans that extend the New First Out Loans, in their capacity as lenders under the New First Lien Term Loan Facility Documents and any other lenders party thereto.

94. “*General Administrative Claim*” means any Administrative Claim other than a Professional Fee Claim, DIP Claim, or Claim for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

95. “*General Unsecured Claim*” means any Unsecured Claim against any of the Debtors that is not: (a) paid in full prior to the Effective Date pursuant to an order of the Bankruptcy Court; (b) a General Administrative Claim, (c) a Professional Fee Claim, (d) a DIP Claim (e) a Priority Tax Claim, (f) an Other Secured Claim, (g) an Other Priority Claim, (h) a Revolving Credit Facility Claim, (i) a Term Loan Claim, or (j) an Intercompany Claim.

96. “*Go-Forward Vendors*” means any and all vendors of New OpCo or CFCo identified within thirty (30) days after the Effective Date.

97. “*Governmental Unit*” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

98. “*GUC Litigation Claims*” means, collectively, any Claims or Causes of Action, if any, against the Non-Released Parties. A schedule setting forth the GUC Litigation Claims shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time. For the avoidance of doubt, any indemnification agreement or other arrangement in place with any Non-Released Party will be rejected and/or discharged by the Debtors on the Effective Date, provided that such rejection or discharge shall not affect the availability of insurance coverage on any such GUC Litigation Claims. The GUC Trustee shall have the full authority to determine the ultimate disposition of any GUC Litigation Claim.

99. “*GUC Settlement Amount*” means, collectively, (a) the Initial GUC Trust Amount, (b) the Cash Out Recovery Pool, (c) the New OpCo Contribution, (d) the CFCo Contribution, and (e) the CV Funds, to be transferred to the GUC Trust on the Effective Date and thereafter as set forth herein. The GUC Settlement Amount shall be held in trust by the GUC Trust to fund distributions to Holders of GUC Trust Beneficial Interests. No Liens, Claims, or Interests shall encumber the GUC Settlement Amount in any way.

100. “*GUC Trust*” means the trust established on the Effective Date in accordance with the Plan to administer Allowed General Unsecured Claims pursuant to the GUC Trust Agreement.

84. “*GUC Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the GUC Trust entered into on or before the Effective Date between the Debtors and the GUC Trustee, which shall be in form and substance reasonably acceptable to the Committee, the Debtors, and the Consenting Stakeholders.

85. “*GUC Trust Assets*” means (a) the GUC Trust CFCo Preferred Equity, (b) the GUC Settlement Amount, (c) the GUC Litigation Claims, (d) the Retained Preference Actions, and (e) any other assets transferred to the GUC Trust.

86. “*GUC Trust Beneficial Interest*” means a non-certificated beneficial interest in the GUC Trust granted to each beneficiary of the GUC Trust, which shall entitle such Holder to a *Pro Rata* share of the GUC Trust, subject to the terms of the Plan and the GUC Trust Agreement.

87. “*GUC Trust Beneficiaries*” means the Holders of GUC Trust Beneficial Interests.

88. “*GUC Trust CFCo Preferred Equity*” means the preferred equity interests in CFCo to be issued to the GUC Trust on the Effective Date, with a liquidation value equal to the amount of the Allowed General Unsecured Claims. The priority of the GUC Trust CFCo Preferred Equity, including with respect to any distributions (such as upon a liquidation, winding up, dissolution, or sale of CFCo), shall be consistent with the Existing Contract Assets Collections Waterfall (i.e., such preferred equity interests shall receive distributions only after payment of operating and administrative liabilities of CFCo, repayment in full in cash of New First Out Loans, New Second Out Loans, and New Third Out Loans). The GUC Trust CFCo Preferred Equity will not (i) have any governance or approval rights, except for a consent right on amendments to the economic terms of the GUC Trust CFCo Preferred Equity and certain voting rights in the event of certain defaults by CFCo under its governing agreements or (ii) be transferable without the consent of CFCo.

89. “*GUC Trust Fees and Expenses*” means the reasonable and documented expenses (including any taxes imposed on or payable by the GUC Trust or in respect of the GUC Trust Assets) incurred by the GUC Trust and any professionals retained by the GUC Trust and any additional amount determined necessary by the GUC Trustee to adequately reserve for the operating expenses of the GUC Trust.

90. “*GUC Trustee*” means, in its capacity as such, the Person selected by the Debtors with the consent (not to be unreasonably withheld) of the Required Consenting Stakeholders and in consultation with the Committee to serve as the trustee of the GUC Trust, and any successor thereto in accordance with the GUC Trust Agreement.

91. “*Holder*” means an Entity holding a Claim against or an Interest in a Debtor, as applicable.

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

93. “*Implementation Agreement*” means that certain Implementation Agreement to be entered into between New OpCo and CFCo, in form and substance acceptable to the Required Consenting Term Lenders and New OpCo and reasonably acceptable to the Required Consenting Revolving Credit Facility Lenders and in consultation with the Committee, which shall be filed as part of the Plan Supplement.

94. “*Indemnification Obligations*” means all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other Professionals of the Debtors.

95. “*Initial GUC Trust Amount*” means Cash in the amount of \$500,000 to be contributed by the Debtors to the GUC Trust on the Effective Date, which shall be allocated first to satisfy the carrying costs of maintaining and administering the GUC Trust and second to Holders of Allowed General Unsecured Claims who are not Cash Out Holders.

96. “*Initial GUC Trust Assets*” means the Initial GUC Trust Amount and the GUC Trust CFCo Preferred Equity.

97. “*Intercompany Claim*” means any Claim held by a Debtor or a non-Debtor Affiliate of a Debtor against a Debtor arising before the Petition Date.

98. “*Intercompany Interest*” means any Interest held by a Debtor or a non-Debtor Affiliate of a Debtor in a Debtor arising before the Petition Date.

99. “*Interests*” means any equity Security (as defined in section 101(16) of the Bankruptcy Code) of a Debtor, and including all common stock, preferred stock, limited partner interests, general partner interests, limited liability company interests, and any other equity, ownership, beneficial or profits interests in any of the Debtors, whether or not transferable, and options, warrants, rights, or other securities, agreements or interests to acquire or subscribe for, or which are exercisable, convertible or exchangeable into or for the shares (or any class thereof) of, common stock, preferred stock, limited partner interests, general partner interests, limited liability company interests, or other equity, ownership, beneficial or profits interests in or of any Debtor, contractual or otherwise, including equity or equity-based incentives, grants or other instruments issued, granted or promised to be granted to current or former employees, directors, officers or contractors of the Debtors (in each case whether or not arising under or in connection with any employment agreement).

100. “*Interim DIP Order*” means the *Interim Order (I) Authorizing The Debtors (A) To Obtain Postpetition Financing Pursuant To 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), And (II) To Utilize Cash Collateral Pursuant To 11 U.S.C. § 363, (II) Granting Adequate Protection To Prepetition Secured Parties Pursuant To 11 U.S.C. §§ 361, 362, 363, 364, 503, 506(c) and 507(b), (III) Scheduling Final Hearing Pursuant To Bankruptcy Rules 4001(b) and (c) and, (IV) Granting Related Relief* entered by the Bankruptcy Court on May 23, 2023 at Docket No. 76 in the Chapter 11 Cases.

101. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

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

103. “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.

104. “*New Common Equity*” means the common equity interests to be issued by CFCo Parent on the Effective Date, as provided in the Restructuring Transactions Memorandum, in accordance with the Plan.

105. “*New First Lien Term Loan Facility*” means that certain senior secured term facility in an aggregate principal amount of \$625,000,000, consisting of the New First Out Loans, the New Second Out Loans and the New Third Out Loans, to be extended in accordance with the New First Lien Term Loan Facility Documents.

106. “*New First Lien Term Loan Facility Documents*” means the New First Lien Term Loan Facility Term Sheet, any credit agreement governing the New First Lien Term Loan Facility, and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

107. “*New First Lien Term Loan Facility Term Sheet*” means the term sheet attached as Exhibit 6 to the Restructuring Term Sheet.

108. “*New First Out Loans*” means the first lien “first-out” term loans in an aggregate principal amount of \$100 million to be issued by the First Out Lenders to CFCo pursuant to the New First Lien Term Loan Facility Documents.

109. “*New HoldCo*” means New Benefytt HoldCo, LP, a limited partnership formed under the Laws of Delaware, which, after the consummation of the Restructuring Transactions, shall be owned (a) 92.5% by funds affiliated with the Consenting Sponsor and certain co-investors in connection with the New OpCo Acquisition and (b) 7.5% by CFCo.

110. “*New HoldCo Corporate Governance Documents*” means the organizational and governance documents for New HoldCo and its direct or indirect subsidiaries, including without limitation, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements (or equivalent governing documents), which New HoldCo Corporate Governance Documents shall be consistent with the New HoldCo Governance Term Sheet and shall be reasonably acceptable to the Required Consenting Term Lenders.

111. “*New HoldCo Governance Term Sheet*” means the term sheet set forth on Exhibit 7 attached to the Restructuring Term Sheet.

112. “*New OpCo*” means Blue Lantern Health, LLC, a Delaware limited liability company, formed in connection with the New OpCo Acquisition, as set forth in the Restructuring Transactions Memorandum.

113. “*New OpCo Acquisition*” has the meaning set forth in the Restructuring Term Sheet.

114. “*New OpCo Contribution*” means Cash in the amount of \$750,000 to be contributed by New OpCo to the GUC Trust by no later two (2) years following the Effective Date, which shall be allocated first to satisfy the carrying costs of maintaining and administering the GUC Trust and second to Holders of Allowed General Unsecured Claims who are not Cash Out Holders.

115. “*New Second Out Loans*” means the first lien “second-out” term loans in an aggregate principal amount of \$198,000,000 to be issued by the Second Out Lenders to CFCo pursuant to the New First Lien Term Loan Facility Documents.

116. “*New Third Out Loans*” means the first lien “third-out” term loans in an aggregate principal amount of \$327,000,000 to be issued by the Third Out Lenders to CFCo pursuant to the New First Lien Term Loan Facility Documents.

115. “*Non-Operational Estate Costs*” means non-operational estate costs in excess of the DIP Budget, including but not limited to the professional fees of the Priority Revolving Agent and any statutory committee

appointed in these Chapter 11 Cases, but excluding any professional fees of Kirkland & Ellis LLP, Jackson Walker LLP, Ankura Consulting Group, LLC, and the professional fees of the Consenting Term Lenders.

116. “*Non-Released Parties*” means (a) former directors and officers that (i) did not serve during the Chapter 11 Cases, (ii) will not be employed by CFCo or New OpCo following the Effective Date, and (iii) are not or have not been affiliated with the Consenting Sponsor or appointed to the Debtors by the Consenting Sponsor and (b) each third-party vendor or counterparty that is not a Go-Forward Vendor, in each case as shall be identified in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

117. “*Other Priority Claim*” means any Claim against any of the Debtors other than an Administrative Claim, Professional Fee Claim, or a Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

118. “*Other Retained Assets*” means, together with the Retained IP Assets, all assets necessary to continue servicing and collecting the Existing Contract Assets (including, without limitation, assets such as books and records, systems, and processes) including those set forth on Exhibit 8 attached to the Restructuring Term Sheet.

119. “*Other Secured Claim*” means any Secured Claim other than a DIP Claim, a Revolving Credit Facility Claim, or a Term Loan Claim.

120. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

121. “*Petition Date*” means the date on which the Debtors commenced the Chapter 11 Cases.

122. “*Plan*” means this joint chapter 11 plan of reorganization, the Plan Supplement, and all exhibits and schedules annexed hereto or referenced herein, in each case, as may be amended, supplemented, or otherwise modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

123. “*Plan Distribution*” means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with this Plan.

123. “*Plan Supplement*” means the compilation of documents and forms of documents, term sheets, agreements, schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed prior to the Confirmation Hearing to the extent available, and any additional documents Filed prior to the Effective Date as amendments to the Plan Supplement, including the following, as applicable: (a) the Assumed Executory Contracts and Unexpired Leases Schedule; (b) New First Lien Term Loan Facility Documents; (c) the Schedule of Retained Causes of Action; (d) the Rejected Executory Contracts and Unexpired Leases Schedule; (e) the Implementation Agreement; (f) the GUC Trust Agreement; (g) the Servicing Agreement; (h) Corporate Governance Documents; (i) the Required Licenses Schedule; (j) the Restructuring Transactions Memorandum; (k) an initial schedule of the GUC Litigation Claims as the same may be amended, modified, or supplemented from time to time, consistent with the definition of Non-Released Parties (including the schedule of Non-Released Parties, as the same may be amended, modified, or supplemented from time to time, consistent with the definition of Non-Released Parties); and (l) a schedule of Retained Preference Actions that will include all Persons and Entities that received payments during 90-day period prior to the Petition Date pursuant to SOFA 3 attached to any Statement of Financial Affairs Filed in the Chapter 11 Cases with respect to any Debtor (including at Docket Nos. 146-163), which schedule shall be amended, modified, or supplemented from time to time to be consistent with the definition of Non-Released Parties, including after the GUC Trustee receives the list of Go-Forward Vendors; *provided* that, for the avoidance of doubt, any Person or Entity on the list of Go-Forward Vendors shall be removed from the schedule of Retained Preference Actions and shall not be included in the definition of Non-Released Parties, in each case which shall be consistent in all respects with the Restructuring Support Agreement and the consent rights thereunder. Subject to the consent rights set forth in the Restructuring Support Agreement, the Debtors shall have the right to alter, amend, modify, or supplement the documents contained in the Plan Supplement up to the Effective Date as set forth in this Plan and consistent in all respects with the Restructuring Support Agreement.

124. “*Preference Actions*” means any and all Causes of Action which any of the Debtors, Reorganized Debtors, or the Estates have asserted or may assert under section 547 of the Bankruptcy Code or any state law equivalent or, to the extent such Causes of Action arise solely in connection with claims under section 547 of the Bankruptcy Code, section 550 of the Bankruptcy Code. The Debtors waive all Preference Actions other than as set forth in the Schedule of Retained Causes of Action and the Retained Preference Actions.

125. “*Prepetition Credit Agreement*” means that certain Credit Agreement, dated as of August 12, 2021, among Daylight Beta Parent Corp., as holdings, Benefytt Technologies, Inc., as the borrower, Ares Capital Corporation, as administrative agent, Truist Bank, as Priority Revolving Agent and swing line lender, and the lenders party thereto, as amended and restated from time to time, including pursuant to that certain First Amendment, dated as of July 19, 2022.

126. “*Prepetition Facility Agents*” means, collectively, Ares Capital Corporation, as administrative agent, and Truist Bank, as Priority Revolving Agent, under the Prepetition Credit Agreement.

127. “*Priority Revolving Agent*” has the meaning as set forth in the Prepetition Credit Agreement.

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

129. “*Pro Rata*” means, unless otherwise specified, the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

130. “*Professional*” means an Entity: (a) retained in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

131. “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses that Professionals estimate they have incurred or will incur in rendering services to the Debtors as set forth in Article II.C of the Plan.

132. “*Professional Fee Claim*” any Claim by a Professional for compensation for services rendered or reimbursement of expenses incurred by such Professional on or after the Petition Date through and including the Confirmation Date under sections 328, 330, 331, 503(b)(2), 503(b)(4), or 503(b)(5) of the Bankruptcy Code (including transaction and success fees) to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional’s requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

133. “*Professional Fee Escrow Account*” means an escrow account funded by the Debtors with Cash on or before the Effective Date in an amount equal to the Professional Fee Amount.

134. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases by the General Unsecured Claims Bar Date, the Governmental Bar Date, or the Administrative Claims Bar Date, as applicable.

135. “*Proof of Interest*” means a proof of Interest Filed in any of the Debtors’ Chapter 11 Cases.

136. “*Reinstate,*” “*Reinstated,*” or “*Reinstatement*” means with respect to Claims and Interests, that the Claim or Interest shall not be discharged hereunder and the Holder’s legal, equitable, and contractual rights on account of such Claim or Interest shall remain unaltered by Consummation in accordance with section 1124(1) of the Bankruptcy Code.

137. “*Rejected Executory Contracts and Unexpired Leases Schedule*” means the schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Plan, which schedule shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

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

139. “*Release Opt-In Election*” means an election, evidenced by returning the Release Opt-In Election Form on or before the Release Opt-In Election Deadline, by Holders of General Unsecured Claims that previously elected to “opt out” of the Third-Party Releases in connection with their vote on the Plan, to “opt in” and be bound by the Third-Party Releases in the Plan in order to participate in the Cash Out Recovery or the Upside Recovery, as applicable.

140. “*Release Opt-In Election Deadline*” means the date that is thirty (30) days after the Effective Date.

141. “*Release Opt-In Election Form*” means a form, to be sent by the Claims, Noticing, and Solicitation Agent on or after the Confirmation Date, to Holders of General Unsecured Claims who previously elected to “opt out” of the Third-Party Releases in connection with their vote on the Plan, by which such Holders may make the Release Opt-In Election.

142. “*Released Parties*” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each Consenting Stakeholder; (d) each Revolving Credit Facility Lender; (e) each Consenting Term Lender; (f) the DIP Agent and the DIP Lender; (g) each of the Agents; (h) the Committee and each member of the Committee; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clause (a) through clause (i); *provided* that, in each case, a Person or Entity shall not be a Released Party if such Person or Entity: (x) elects to opt out of the releases contained in the Plan, (y) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the releases contained in this Plan that is not resolved before Confirmation, or (z) for the avoidance of doubt, is a Non-Released Party.

143. “*Releasing Parties*” means, each of, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each Consenting Stakeholder; (d) each Revolving Credit Facility Lender; (e) each Term Lender; (f) the DIP Agent and the DIP Lender; (g) each of the Agents; (h) the Committee and each member of the Committee; (i) all Holders of Claims; (j) all Holders of Interests; (k) each current and former Affiliate of each Entity in clause (a) through the following clause (l); and (l) each Related Party of each Entity in clause (a) through clause (k); *provided* that, in each case, a Person or Entity shall not be a Releasing Party if such Person or Entity: (x) elects to opt out of the releases contained in the Plan or (y) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the releases contained in this Plan that is not resolved before Confirmation.

144. “*Reorganized Debtor*” means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date.

145. “*Required Carrier Contract Amendments*” means the amendments, modifications, or supplements of any existing contracts and/or any new agreements as are necessary or advisable in connection with the Restructuring Transactions as determined by the Debtors and the Required Consenting Term Lenders, a list of which is set forth in Exhibit 10 attached to the Restructuring Term Sheet.

146. “*Required Consenting Lenders*” means, collectively, the Required Consenting Term Lenders and the Required Consenting Revolving Credit Facility Lenders.

147. “*Required Consenting Revolving Credit Facility Lenders*” means, as of the relevant date, Consenting Revolving Credit Facility Lenders holding at least 50.01% of the aggregate outstanding principal amount of Revolving Credit Facility Loans that are held by Consenting Revolving Credit Facility Lenders.

148. “*Required Consenting Stakeholders*” means, collectively, the Required Consenting Term Lenders, the Required Consenting Revolving Credit Facility Lenders, the Consenting Sponsor, and the DIP Lender.

149. “*Required Consenting Term Lenders*” means, as of the relevant date, Consenting Term Lenders holding at least two-thirds (2/3) of the aggregate outstanding principal amount of Term Loans that are held by Consenting Term Lenders.

150. “*Required Licenses Schedule*” means the licenses required by New OpCo to continue to operate the Debtors’ or the Reorganized Debtors’, as applicable, business after the Effective Date, as set forth on the schedule attached as Exhibit 11 to the Restructuring Term Sheet.

151. “*Restructuring Support Agreement*” means that certain restructuring support agreement, dated as of May 23, 2023, by and among the Debtors and the Consenting Stakeholders, as may be further amended, modified, or supplemented from time to time, in accordance with its terms.

152. “*Restructuring Term Sheet*” means the term sheet setting forth the material terms of the Restructuring Transactions, attached as Exhibit B to the Restructuring Support Agreement.

153. “*Restructuring Transactions*” means any transactions and any actions as may be necessary or appropriate to effect a restructuring of the overall corporate structure of the Debtors, as described in this Plan.

154. “*Restructuring Transactions Memorandum*” means those mergers, amalgamations, consolidations, reorganizations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other transactions necessary to implement the transactions described in this Plan, which shall (a) constitute a Definitive Document for purposes of the Restructuring Support Agreement, (b) be consistent in all respects with the Restructuring Support Agreement and the Plan, and (c) be included in the Plan Supplement.

155. “*Retained Causes of Action*” means Causes of Action of the Debtors or the Estates that are not released, waived, or transferred pursuant to the Plan, a schedule of which shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

156. “*Retained IP Assets*” means the ownership of the Debtors’ domain names and rights in the ARIES software platform as set forth on the schedule attached as Exhibit 12 to the Restructuring Term Sheet.

157. “*Retained Preference Actions*” means those Preference Actions retained by the Debtors and contributed to the GUC Trust, a schedule of which shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time after the GUC Trustee receives the list of Go-Forward Vendors. For the avoidance of doubt, Retained Preference Actions shall not include any Causes of Action against Go-Forward Vendors or Released Parties.

158. “*Revolving Credit Facility*” means the aggregate outstanding commitments of the priority revolving facility under the Prepetition Credit Agreement.

159. “*Revolving Credit Facility Agent*” means Truist Bank in its capacity as the agent for the Revolving Credit Facility Lenders.

160. “*Revolving Credit Facility Claims*” means any and all Claims arising under, derived from, secured by, or based upon the Revolving Credit Facility.

161. “*Revolving Credit Facility Lenders*” has the meaning given to the term “Revolving Credit Lenders” in the Prepetition Credit Agreement.

162. “*Revolving Credit Facility Loans*” has the meaning set forth in the Prepetition Credit Agreement.

163. “*Rules*” means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

164. “*Schedule of Retained Causes of Action*” means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time.

165. “*Second Out Lenders*” means the Holders of Term Loans that extend the New Second Out Loans, in their capacity as lenders under the New First Lien Term Loan Facility Documents and any other lenders party thereto.

160. “*Section 510(b) Claims*” means any Claim against any Debtor: (a) arising from the rescission of a purchase or sale of a Security of any Debtor or an affiliate of any Debtor; (b) for damages arising from the purchase or sale of such a Security; (c) or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a claim; provided that a Section 510(b) Claim shall not include any claims subject to subordination under section 510(b) of the Bankruptcy Code arising from or related to an equity interest.

161. “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code to the extent of the amount subject to setoff.

162. “*Secured Tax Claim*” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

163. “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

164. “*Security*” means any security, as defined in section 2(a)(1) of the Securities Act.

165. “*Servicing Agreement*” means the agreement to be entered into between New OpCo and CFCo, in form and substance acceptable to the Required Consenting Term Lenders and New OpCo and reasonably acceptable to the Required Consenting Revolving Credit Facility Lenders, pursuant to which New OpCo will provide services to CFCo with respect to the Existing Contract Assets, including all services necessary to maintain and preserve the Existing Contract Assets and related cash flows, which shall be filed as part of the Plan Supplement.

166. “*Solicitation Materials*” means all documents, forms, and other materials provided in connection with the solicitation of acceptances of the solicitation of votes on this Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code (other than the Disclosure Statement),

167. “*SPV*” means the bankruptcy remote special purpose vehicle formed by CFCo to which CFCo will contribute the Other Retained Assets on the Effective Date.

168. “*SPV Corporate Governance Documents*” means the organizational and governance documents for the SPV, including without limitation, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements (or equivalent governing documents), which SPV Corporate Governance Documents shall be consistent with the Restructuring Term Sheet and acceptable only to the Required Consenting Term Lenders.

169. “*Supplemental Bar Date Order*” means the *Order Setting Limited Bar Date for Certain Claimants* entered by the Bankruptcy Court on August 22, 2023 at Docket No. 441 in the Chapter 11 Cases.

170. “*Switcher*” means any such Existing Contract Assets member who switches to new contracts with New OpCo or any affiliate thereof, and which such member shall have been a party to such Existing Contract Assets immediately prior to the switch.

171. “*Switcher Commissions*” means, collectively, the commissions received by New OpCo on account of plan changes of Switchers to which CFCo would have otherwise been entitled; *provided* that New OpCo shall only provide payment of such Switcher Commissions that are the result of the count of actual Switchers in excess of the Lower Baseline Switcher Threshold as part of the Baseline Switchers Budget as set forth in Exhibit 2 attached Restructuring Term Sheet. For the number of Switchers in excess of the Lower Baseline Switcher Threshold, but below the Upper Baseline Switcher Threshold, New OpCo shall pay to CFCo an amount equal to 50% of the commissions received by New OpCo on account of those Switchers. For the number of Switchers in excess of the Upper Baseline Switcher Threshold, New OpCo shall pay to CFCo an amount equal to 100% of the commissions received by New OpCo on account of those Switchers. In the first year following the Effective Date, any amounts owed by New OpCo to CFCo on account of Switchers in excess of either threshold shall be paid (i) 50% in cash, and (ii) 50% in secured debt (up to a cap of \$4,000,000.00 of such secured debt, with all amounts above such cap to be paid in cash). For purposes of measuring actuals relative to the Baseline Switchers Budget in the second year following the Effective Date, Switchers in excess of the “Lower Baseline Switcher Threshold” (indicated in the Baseline Switchers Budget) and “Upper Baseline Switcher Threshold” (indicated in the Baseline Switchers Budget) shall be measured on a cumulative basis with a credit provided to New OpCo (which CFCo may provide to New OpCo in the form of a reduction in secured debt or cash, at the election of CFCo) in the event Switchers are in excess of the Baseline Switchers Budget in the first year following the Effective Date but subsequently below the Baseline Switchers Budget in the second year following the Effective Date, on a cumulative basis.

172. “*Term B Lenders*” has the meaning given to the term “Term B Lenders” in the Prepetition Credit Agreement.

173. “*Term B Loan*” means the \$400 million in term B loans borrowed under the Prepetition Credit Agreement.

174. “*Term B Loan Claims*” means any and all Claims arising under, derived from, secured by, or based upon the Term B Loan.

175. “*Term Lenders*” means, collectively, the Term B Lenders and the Delayed Draw Term Lenders.

176. “*Term Loan Claims*” means, collectively, the Term B Loan Claims and the Delayed Draw Term Loan Claims.

177. “*Term Loans*” means, collectively, the Term B Loan and the Delayed Draw Term Loan.

178. “*Third Out Lenders*” means the Holders of Term Loans that extend the New Third Out Loans, in their capacity as lenders under the New First Lien Term Loan Facility Documents and any other lenders party thereto.

175. “*Third-Party Release*” means the release given by each of the Releasing Parties to the Released Parties as set forth in Article VIII.E of the Plan.

176. “*Unexpired Lease*” means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

177. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

178. “*Upside Recovery*” means, collectively, (a) the New OpCo Contribution, (b) the CFCo Contribution, (c) the CV Funds, (d) the GUC Litigation Claims and any proceeds thereof, and (e) the Retained Preference Actions and any proceeds thereof.

179. “*U.S. Trustee*” means the Office of the United States Trustee for the Southern District of Texas.

180. “*U.S. Trustee Fees*” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

*B. Rules of Interpretation.*

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, restated, modified, or supplemented in accordance with the Plan or Confirmation Order, as applicable; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (9) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (10) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (11) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (12) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (13) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (14) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (15) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (16) unless otherwise specified, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

*C. Computation of Time.*

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

*D. Governing Law.*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements,

in which case the governing law of such agreement shall control), and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated or formed under New York law shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Reorganized Debtor, as applicable.

*E. Reference to Monetary Figures.*

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

*F. Reference to the Debtors or the Reorganized Debtors.*

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

*G. Controlling Document.*

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, including the Plan Supplement, the Confirmation Order shall control.

*H. Consent Rights.*

Notwithstanding anything herein to the contrary, any and all consent rights of the parties to the Restructuring Support Agreement, as such rights are set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, the Definitive Documents, the Plan Supplement, all exhibits to the Plan and the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such agreements and documents and to the Restructuring Support Agreement, and any consents, waivers, or other deviations under or from any such documents and the Restructuring Support Agreement, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and be fully enforceable as if stated in full herein, and all such documents shall be consistent with the Restructuring Support Agreement in all respects.

Failure to reference in this Plan the rights referred to in the immediately preceding paragraph shall not impair such rights and obligations. In case of a conflict between the consent rights of the parties to the Restructuring Support Agreement that are set forth in the Restructuring Support Agreement with those parties' consent rights that are set forth in the Plan or the Plan Supplement, the consent rights in the Restructuring Support Agreement shall control.

**ARTICLE II.  
ADMINISTRATIVE CLAIMS, DIP CLAIMS,  
PROFESSIONAL FEE CLAIMS, AND PRIORITY CLAIMS**

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

*A. General Administrative Claims.*

Subject to the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim shall receive, in full and final satisfaction, compromise, settlement, and release of and in exchange for its General Administrative Claim, treatment consistent with section 1129(a)(2) of the Bankruptcy Code in accordance with the

following: (1) if a General Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such General Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order Allowing such General Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed General Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Administrative Claim without any further action by the Holders of such Allowed General Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A of the Plan, requests for payment of General Administrative Claims must be Filed with the Bankruptcy Court and served on the Debtors by the applicable Administrative Claims Bar Date. **Holders of General Administrative Claims that are required to, but do not, File and serve a request for payment of such General Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such General Administrative Claims against the Debtors, the Reorganized Debtors, and each of their Estates or their property and such General Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or Reorganized Debtors or any notice to or action, order or approval of the Bankruptcy Court or any other Entity.** Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the Debtors and the requesting party no later than sixty (60) days after the Administrative Claims Bar Date. Notwithstanding the foregoing, no request for payment of a General Administrative Claim need be Filed with the Bankruptcy Court with respect to a General Administrative Claim previously Allowed.

**B.** *DIP Claims.*

As of the Effective Date, the DIP Claims shall be Allowed and deemed to be Allowed Claims in the full amount outstanding under the DIP Credit Agreement including (1) the principal amount outstanding under the DIP Facility on such date, (2) all interest accrued and unpaid thereon through and including the date of payment, and (3) all accrued fees, expenses, and indemnification obligations payable under the DIP Documents, except as otherwise set forth in the DIP Documents, subject in all respects to the terms of the DIP Orders. Except to the extent that a Holder of an Allowed DIP Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Allowed DIP Claim, each Holder of an Allowed DIP Claim shall receive payment in full in Cash of its Allowed DIP Claim (net of any DIP Credit Bid Amount) in accordance with the terms of the DIP Credit Agreement and the DIP Orders and subject to any DIP Subordination Event (as defined in the DIP Orders). Contemporaneously with the foregoing treatment, the DIP Facility and the DIP Documents shall be deemed canceled, all commitments under the DIP Documents shall be deemed terminated, all DIP Liens shall automatically terminate, and all collateral subject to such DIP Liens shall be automatically released, in each case without further action by the DIP Agent or the DIP Lender. The DIP Agent and the DIP Lender shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Debtors.

**C.** *Professional Fee Claims.*

**1.** Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account. The Reorganized Debtors will establish the Professional Fee Escrow Account in trust for the Professionals and fund such account with Cash equal to the Professional Fee Amount on the Effective Date in accordance with the DIP Orders.

2. Professional Fee Escrow Account.

On or before the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount, which shall be funded by the Reorganized Debtors in accordance with the DIP Orders. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Except as otherwise expressly set forth in the last sentence of this paragraph, such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Allowed Professional Fee Claims shall be paid in Cash to the Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When such Allowed Professional Fee Claims have been paid in full, any remaining amount held in the Professional Fee Escrow Account shall promptly revert to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors no later than five (5) Business Days before the anticipated Effective Date; *provided* that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of each Professional's final request for payment in the Chapter 11 Cases. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

The Allowed Professional Fee Claims of the Committee Professionals incurred through August 21, 2023 shall be paid in full. The Allowed Professional Fee Claims of the Committee Professionals incurred from August 22, 2023 through the Effective Date shall not exceed \$350,000.

4. Post-Confirmation Fees and Expenses.

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

*D. Priority Tax Claims.*

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

*E. U.S. Trustee Fees.*

All fees due and payable pursuant to section 1930 of Title 28 of the United States Code before the Effective Date with respect to the Debtors shall be paid by the Debtors. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the United States Trustee. Each Debtor shall remain obligated to pay quarterly fees to the United States Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

**ARTICLE III.**  
**CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

*A. Classification of Claims and Interests.*

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

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, Confirmation of the Plan and making distributions in accordance with the Plan in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal Person, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal Persons, or cause the transfer of any assets. Except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal Persons after the Effective Date.

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

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

<b>Class</b>	<b>Claims and Interests</b>	<b>Status</b>	<b>Voting Rights</b>
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	Revolving Credit Facility Claims	Impaired	Entitled to Vote
Class 4	Term Loan Claims	Impaired	Entitled to Vote
Class 5	General Unsecured Claims	Impaired	Entitled to Vote
Class 6	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / (Deemed to Reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / (Deemed to Reject)
Class 8	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 9	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

*B. Treatment of Claims and Interests.*

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Reorganized Debtors and such Holder. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the later of the Effective Date and the date such Claim or Interest becomes an Allowed Claim or an Allowed Interest, as applicable, or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims

- (a) *Classification:* Class 1 consists of any Other Secured Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees in writing to less favorable treatment, in exchange for the full and final satisfaction, settlement, release, and discharge of its Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim shall receive, at the option of the applicable Debtor or Reorganized Debtor: (i) payment in full in Cash in an amount equal to its Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, (iii) Reinstatement of its Allowed Other Secured Claim, or (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

- (a) *Classification:* Class 2 consists of any Other Priority Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees in writing to less favorable treatment, in exchange for the full and final satisfaction, settlement, release, and discharge of its Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall receive, at the option of the applicable Debtor or Reorganized Debtor: (i) payment in full in Cash or (ii) such other treatment rendering such Claim Unimpaired in accordance with section 1129(a) of the Bankruptcy Code.
- (c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Allowed Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 – Revolving Credit Facility Claims

- (a) *Classification:* Class 3 consists of any Revolving Credit Facility Claims against any Debtor.
- (b) *Allowance:* On the Effective Date, the Revolving Credit Facility Claims shall be Allowed in the aggregate amount of \$101,537,102.80.
- (c) *Treatment:* On the Effective Date, except to the extent that a Holder of an Allowed Revolving Credit Facility Claim agrees in writing to less favorable treatment, in exchange for the full and final satisfaction, settlement, release, and discharge of its Allowed Revolving Credit Facility Claim, each Holder of an Allowed Revolving Credit Facility Claim shall receive its *Pro Rata* share of the New First Out Loans under the New First Lien Term Loan Facility, in an amount equal to its allowed Revolving Credit Facility Claim, and which shall be repaid pursuant to the Existing Contract Assets Collections Waterfall.
- (d) *Voting:* Class 3 is Impaired under the Plan and Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 – Term Loan Claims

- (a) *Classification:* Class 4 consists of any Term Loan Claims against any Debtor.
- (b) *Allowance:* On the Effective Date, the Term Loan Claims shall be Allowed in the following amounts: (i) Term B Loan Claims: \$429,948,052.69 and (ii) Delayed Draw Term Loan Claim: \$92,481,026.58.
- (c) *Treatment:* On the Effective Date, except to the extent that a Holder of an Allowed Term Loan Claim agrees in writing to less favorable treatment, in exchange for the full and final satisfaction, settlement, release, and discharge of its Allowed Term Loan Claim, each Holder of an Allowed Term Loan Claim shall receive its *Pro Rata* share of: (i) the New Second Out Loans under the New First Lien Term Loan Facility, (ii) the New Third Out Loans under the New First Lien Term Loan Facility, and (iii) 100% of the New Common Equity.
- (d) *Voting:* Class 4 is Impaired under the Plan and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 – General Unsecured Claims

- (a) *Classification:* Class 5 consists of General Unsecured Claims.
- (b) *Treatment:* On the Effective Date, except to the extent that a Holder of an Allowed General Unsecured Claim agrees in writing to less favorable treatment, each General Unsecured Claim shall be discharged and released, and each Holder of an Allowed General Unsecured Claim shall receive its *Pro Rata* share of the GUC Trust Beneficial Interests; *provided that*
  - (i) Each Holder of an Allowed General Unsecured Claim who is a Cash Out Holder shall receive the Cash Out Recovery, in lieu of any distributions from any other GUC Trust Assets; *provided that* such recovery shall be capped at 25% of such Holders' respective Allowed Claim.
  - (ii) Each Holder of an Allowed General Unsecured Claim who (A) is not a Cash Out Holder and (B) does not "opt out" of the Third-Party Release shall receive its *Pro Rata* share of the proceeds of the Initial Trust Assets and the Upside Recovery.
  - (iii) Each Holder of an Allowed General Unsecured Claim who (A) is not a Cash Out Holder and (B) does "opt out" of the Third-Party Release shall receive its *Pro Rata* share of the proceeds of the Initial Trust Assets.
- (c) *Voting:* Class 5 is Impaired under the Plan and Holders of Allowed Claims in Class 5 are entitled to vote to accept or reject the Plan.

6. Class 6 – Intercompany Claims

- (a) *Classification:* Class 6 consists of all Intercompany Claims.
- (b) *Treatment:* On the Effective Date, each Holder of an Allowed Intercompany Claim shall have its Claim Reinstated, contributed, distributed, cancelled, released, extinguished, converted into equity, or otherwise settled, in each case in accordance with the Restructuring Transactions Memorandum.

- (c) *Voting:* Class 6 is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 – Intercompany Interests

- (a) *Classification:* Class 7 consists of all Intercompany Interests.
- (a) *Treatment:* On the Effective Date, Intercompany Interests shall be Reinstated, set off, settled, distributed, contributed, merged, cancelled, or released, in each case in accordance with the Restructuring Transactions Memorandum.
- (b) *Voting:* Class 7 is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

8. Class 8 – Existing Equity Interests

- (a) *Classification:* Class 8 consists of all Existing Equity Interests.
- (b) *Treatment:* On the Effective Date, and without the need for any further corporate or limited liability company action or approval of any board of directors, board of managers, members, shareholders or officers of any Debtor or Reorganized Debtor, as applicable, all Existing Equity Interests shall be discharged, cancelled, released, and extinguished without any distribution, and will be of no further force or effect, and each Holder of an Existing Equity Interest shall not receive or retain any distribution, property, or other value on account of such Existing Equity Interest.
- (c) *Voting:* Class 8 is Impaired under the Plan and is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Existing Equity Interests are not entitled to vote to accept or reject the Plan.

9. Class 9 - Section 510(b) Claims

- (a) *Classification:* Class 9 consists of all Section 510(b) Claims.
- (b) *Treatment:* Section 510(b) Claims will be canceled, released, discharged, and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.
- (c) *Voting:* Class 9 is Impaired under the Plan and is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Section 510(b) Claims are not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing herein shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including, all rights regarding legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim. Unless otherwise Allowed, Claims that are Unimpaired shall remain Disputed Claims under the Plan.

*D. Elimination of Vacant Classes.*

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

*E. Voting Classes, Presumed Acceptance by Non-Voting Classes.*

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan. To the extent that Claims or Interests of any Class are Unimpaired, each Holder of a Claim or Interest in such Class is presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

*F. Intercompany Interests.*

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

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

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more Classes of Impaired Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules, subject to the consent rights of the parties to the Restructuring Support Agreement set forth in the Restructuring Support Agreement.

*H. Controversy Concerning Impairment.*

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

*I. Subordinated Claims.*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Any such contractual, legal, or equitable subordination rights shall be settled, compromised, and released pursuant to the Plan.

**ARTICLE IV.**  
**MEANS FOR IMPLEMENTATION OF THE PLAN**

*A. General Settlement of Claims and Interests.*

Unless otherwise set forth in this Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, or otherwise resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors and their Estates. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final. Notwithstanding anything contrary herein, nothing in this Plan shall be deemed to release, waive, compromise, settle, impair, or enjoin any Claim or Cause of Action against any Non-Released Party.

*B. Restructuring Transactions.*

On or before the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall take all applicable actions set forth in the Restructuring Transactions Memorandum and may take any additional action as may be necessary or appropriate to effectuate the New OpCo Acquisition, and any transaction described in, approved by, contemplated by, or necessary to effectuate the New OpCo Acquisition and the Restructuring Transactions that are consistent with and pursuant to the terms and conditions of the Plan and the Restructuring Transactions Memorandum, which transactions may include, as applicable: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and Restructuring Transactions Memorandum and that satisfy the applicable requirements of applicable law and any other terms to which the applicable parties may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and Restructuring Transactions Memorandum and having other terms to which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, formation, merger, consolidation, conversion, amalgamation, arrangement, continuance, dissolution, or other certificates or documentation pursuant to applicable law; (4) the execution and delivery of the Corporate Governance Documents, as applicable; (5) the formation of the SPV and granting to New OpCo a license to all of SPV's assets and a purchase option, in accordance with the Restructuring Support Agreement; (6) the execution, delivery, and filing of the Servicing Agreement; and (7) all other actions that the applicable Reorganized Debtors, with the consent of the DIP Lender and the Required Consenting Term Lenders, determine to be necessary or advisable, including making filings or recordings that may be required by applicable law in connection with the Plan or the Restructuring Transactions Memorandum. All Holders of Claims and Interests receiving distributions pursuant to the Plan and all other necessary parties in interest, including any and all agents thereof, shall prepare, execute, and deliver any agreements or documents, including any subscription agreements, and take any other actions as the Debtors, with the consent of the DIP Lender and the Required Consenting Term Lenders, determine are necessary or advisable to effectuate the provisions and intent of the Plan.

On the Effective Date, the Debtors' operating assets other than the Existing Contract Assets and the Other Retained Assets shall, pursuant to section 1141 of the Bankruptcy Code, be transferred to and vest in New OpCo free and clear of all Liens, Claims, charges, or other encumbrances pursuant to the terms of the Restructuring Transactions Memorandum, the Plan, and the Confirmation Order. On or before the Effective Date, the New OpCo Acquisition shall be effectuated in accordance with the following:

1. New HoldCo will be formed in accordance with the New HoldCo Governance Term Sheet;

2. New HoldCo or an entity controlled by New HoldCo will effectuate the credit bid of certain of the DIP Loans in the DIP Credit Bid Amount to acquire all of the operating assets of the Debtors (except as provided for in the Restructuring Support Agreement) via the acquisition of 100% of the equity of New OpCo, the result of which shall be that New HoldCo will directly or indirectly own the operating assets of the Debtors other than the Existing Contract Assets and the Other Retained Assets;
3. New OpCo shall assume all accrued and unpaid liabilities of the Debtors in connection with the ongoing operating business, including, but not limited to, accounts payable, employee-related obligations, and all Administrative Claims relating to such operations;
4. New OpCo and CFCo shall enter into the Servicing Agreement; and
5. CFCo shall retain the Existing Contract Assets and Other Retained Assets, subject to the terms of the Restructuring Support Agreement.

The Confirmation Order shall and shall be deemed to authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Restructuring Transactions, including, for the avoidance of doubt, any and all actions required to be taken under applicable nonbankruptcy law. On and after the Effective Date, New HoldCo, New OpCo, and CFCo may operate their business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action assumed or acquired pursuant to the Definitive Documents without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

*C. Sources of Consideration for Plan Distributions.*

The Debtors shall fund distributions under the Plan with (1) the issuance of or borrowings under the New First Lien Term Loan Facility; (2) the GUC Trust Assets; and (3) Cash on hand. Each distribution and issuance referred to in Article IV and Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

On the Effective Date, the Reorganized Debtors or CFCo, as applicable, shall enter into the New First Lien Term Loan Facility (the terms of which will be set forth in the New First Lien Term Loan Facility Documents). To the extent applicable, Confirmation of the Plan shall be deemed (a) approval of the New First Lien Term Loan Facility (including the transactions and related agreements contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors, the Reorganized Debtors, or CFCo, as applicable, in connection therewith), to the extent not approved by the Bankruptcy Court previously, and (b) authorization for the Debtors, the Reorganized Debtors, or CFCo, as applicable, to, without further notice to or order of the Bankruptcy Court, (i) execute and deliver those documents and agreements necessary or appropriate to pursue or obtain the New First Lien Term Loan Facility, including the New First Lien Term Loan Facility Documents, and incur and pay any fees and expenses in connection therewith, and (ii) act or take action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Debtors, the Reorganized Debtors, or CFCo as applicable, may deem to be necessary to consummate the New First Lien Term Loan Facility.

As of the Effective Date, upon the granting or continuation of Liens in accordance with the Plan and the New First Lien Term Loan Facility Documents, such Liens shall constitute valid, binding, enforceable, and automatically perfected Liens in the collateral specified in the New First Lien Term Loan Facility Documents. The agent or Holder(s) of Liens under the New First Lien Term Loan Facility Documents are authorized to file with the appropriate authorities mortgages, financing statements, and other documents, and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The guarantees, mortgages, pledges, Liens, and other security interests granted to secure the obligations arising under the New First Lien Term Loan Facility Documents have been granted in good faith, for legitimate business purposes, and for reasonably equivalent value as an inducement to the lenders thereunder to extend credit thereunder and shall be deemed not to constitute a fraudulent conveyance or

fraudulent transfer and shall not otherwise be subject to avoidance, recharacterization, or subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable nonbankruptcy law, and the priorities of such Liens and security interests shall be as set forth in the New First Lien Term Loan Facility Documents. The Reorganized Debtors or CFCo, as applicable, and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

*D. Corporate Existence.*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, each Debtor or Reorganized Debtor shall continue to exist on and after the Effective Date as a separate legal Entity with all the powers available to such Entity pursuant to the applicable Law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended, amended and restated, or replaced under the Plan or otherwise, including pursuant to the CFCo Corporate Governance Documents, in each case, consistent with the Plan, and to the extent such documents are amended in accordance therewith, such documents are deemed to be amended, amended and restated, or replaced pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). The respective certificate of incorporation and bylaws (or other formation documents), including the CFCo Corporate Governance Documents, will prohibit the issuance of non-voting equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

*E. Vesting of Assets in the Reorganized Debtors.*

Except as otherwise provided in the Confirmation Order, in the Plan (including the Restructuring Transactions Memorandum), or any agreement, instrument, or other document incorporated herein, on the Effective Date, but after consummation of the New OpCo Acquisition, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, the assets of the Debtors (with the exception of the GUC Trust Assets transferred or issued to the GUC Trust) shall vest in CFCo, free and clear of all Liens, Claims, charges, or other encumbrances.

*F. Cancellation of Existing Agreements and Interests.*

On the Effective Date, except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise provided in this Plan, the Confirmation Order, and the New First Lien Term Loan Facility Documents, all notes, instruments, certificates, credit agreements, indentures, Securities and other documents evidencing or governing Claims or Interests (other than those Claims or Interests Reinstated under the Plan) shall be cancelled and the rights of the Holders thereof and obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect, without further action or approval of the Bankruptcy Court or any Holder and the Agents, successors and assigns shall each be automatically and fully relieved of any duties and responsibilities thereunder. Holders of or parties to such cancelled instruments, Securities, and other documentation will have no rights arising from or relating to such instruments, Securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to this Plan, the Confirmation Order, or the New First Lien Term Loan Facility Documents. Nothing contained herein shall be deemed to cancel, terminate, release or discharge the obligations of the Debtors or any of their counterparts under any Executory Contract or Unexpired Lease to the extent such Executory Contract or Unexpired Lease has been assumed by the Debtors pursuant to a Final Order or hereunder.

Any credit agreement or other instrument that governs the rights, claims, and remedies of the Holder of a Claim shall continue in full force and effect for purposes of allowing Holders of Allowed Claims to receive distributions under the Plan and allowing the Agents to exercise any charging lien against such distributions, as applicable.

*G. Corporate Action.*

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) implementation of the Restructuring Transactions, including the New OpCo Acquisition; (2) entry into the New First Lien Term Loan Facility Documents; (3) all other actions contemplated under the Plan or the Plan Supplement (whether to occur before, on, or after the Effective Date); (4) the assumption or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; and (5) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan or the Plan Supplement (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate or organizational structure of the Debtors or the Reorganized Debtors, and any corporate, partnership, limited liability company, or other governance action required by the Debtors or the Reorganized Debtors, as applicable, in connection with the Plan shall be deemed to have timely occurred and shall be in effect and shall be authorized and approved in all respects, without any requirement of further action by the equityholders, members, directors, or officers of the Debtors or the Reorganized Debtors, as applicable. On or prior to the Effective Date, as applicable, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and, as applicable, directed, to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan or the Plan Supplement (or necessary or desirable to effect the transactions contemplated under the Plan or the Plan Supplement) in the name of and on behalf of the Reorganized Debtors, including the New First Lien Term Loan Facility, the New First Lien Term Loan Facility Documents, any other Definitive Documents, and any and all other agreements, documents, Securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.G shall be effective notwithstanding any requirements under non-bankruptcy Law.

*H. Directors and Officers of the Reorganized Debtors.*

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

*I. Effectuating Documents; Further Transactions.*

On and after the Effective Date, the Reorganized Debtors, and their respective officers and boards of directors and managers, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan or the Restructuring Support Agreement.

*J. Section 1146 Exemption.*

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

of collateral as security for the New First Lien Term Loan Facility; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

*K. Preservation of Causes of Action.*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, each Reorganized Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action as included in the Plan Supplement, and such Reorganized Debtor's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the GUC Litigation Claims and Retained Preference Actions that shall be transferred to the GUC Trust on the Effective Date and any other Causes of Action expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan by the Debtors pursuant to the releases and exculpations contained in the Plan. For the avoidance of doubt, the GUC Trustee shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment the GUC Litigation Claims and Retained Preference Actions.

The Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors, the Reorganized Debtors, or the GUC Trust as applicable, will not pursue any and all available Causes of Action against it. The Debtors, the Reorganized Debtors and the GUC Trust expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Reorganized Debtor, except as otherwise expressly provided in the Plan, including Article VIII of the Plan and the GUC Litigation Claims and Retained Preference Actions transferred to the GUC Trust. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, the Debtors, their Estates and the GUC Trust expressly waive any and all rights to recovery or avoidance in connection with Preference Actions against the Go-Forward Vendors and Released Parties.

*L. Indemnification Obligations.*

On and as of the Effective Date, to the fullest extent permitted by applicable law, with the exception of the Indemnification Obligations owed to any Non-Released Party, all Indemnification Obligations shall be reinstated and remain intact, irrevocable, and shall survive the effectiveness of the Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other Professionals of the Debtors, as applicable, than the indemnification provisions in place prior to the Effective Date. Any indemnification agreement with any Non-Released Party will be rejected and/or discharged by the Debtors on the Effective Date, provided that such rejection/discharge shall not affect the availability of insurance coverage for any GUC Litigation Claim. None of the Reorganized Debtors shall amend and/or restate its respective organizational documents on or after the Effective Date to, and the Corporate Governance Documents shall not, terminate, reduce, discharge, impair or adversely affect in any way (1) any of the Reorganized Debtors' obligations referred to in the immediately preceding sentence or (2) the rights of such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other Professionals of the Debtors. All Indemnification Obligations shall be deemed Executory Contracts and, except as otherwise provided herein, shall be assumed by the Reorganized Debtors and assigned to New OpCo, in accordance with the Restructuring Support Agreement, under the Plan unless such obligation (i) was rejected by the Debtors pursuant to a Bankruptcy Court order or (ii) is the subject of a motion to reject pending on the date of the Confirmation Hearing.

*M. GUC Trust.*

On or prior to the Effective Date, the Debtors and the GUC Trustee shall execute the GUC Trust Agreement and shall take all steps necessary to establish the GUC Trust in accordance with the Plan. In the event of any conflict between the terms of the Plan and the terms of the GUC Trust Agreement, the terms of the GUC Trust Agreement shall govern. Additionally, on the Effective Date, or at such later date as provided herein, the Debtors, the Reorganized Debtors, New OpCo and CFCo, as the case may be, shall transfer and shall be deemed to transfer to the GUC Trust all of their rights, title, and interest in and to all of the GUC Trust Assets and, in accordance with section 1141 of the Bankruptcy Code, the GUC Trust Assets shall automatically vest in the GUC Trust free and clear of all Claims and Liens, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax. The GUC Trustee shall be the exclusive administrator of the assets of the GUC Trust for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the GUC Trustee's duties under the GUC Trust Agreement. The GUC Trust shall be governed by the GUC Trust Agreement and administered by the GUC Trustee. The powers, rights, and responsibilities of the GUC Trustee shall be specified in the GUC Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this section. The GUC Trustee shall hold and distribute the GUC Trust Assets in accordance with the provisions of the Plan and the GUC Trust Agreement. Other rights and duties of the GUC Trustee shall be as set forth in the GUC Trust Agreement. After the Effective Date, the Debtors and the Reorganized Debtors shall have no interest in the GUC Trust Assets except as set forth in the Plan, the Confirmation Order, or the GUC Trust Agreement.

GUC Trust Agreement. The GUC Trust Agreement will be Filed with the Plan Supplement and generally will provide for, among other things: (i) the transfer of the GUC Trust Assets to the GUC Trust; (ii) the payment of certain reasonable expenses of the GUC Trust from the GUC Trust Assets; and (iii) distributions to Holders of GUC Trust Beneficial Interests, as provided herein and in the GUC Trust Agreement. For the avoidance of doubt, the GUC Trust Agreement also will identify: (a) the identity of the GUC Trustee; (b) the terms of the GUC Trustee's engagement; (c) the identity of any parties who will supervise the fees of the GUC Trustee; and (d) whether the GUC Trustee shall be bonded. The GUC Trust Agreement may include reasonable and customary provisions that allow for indemnification by the GUC Trust. Any such indemnification shall be the sole responsibility of the GUC Trust and payable solely from the GUC Trust Assets.

GUC Trustee. In furtherance of, and consistent with, the purposes of the GUC Trust and the Plan, the GUC Trustee shall (i) have the power and authority to hold, manage, sell, invest, and distribute to the Holders of GUC Trust Beneficial Interests the GUC Trust Assets, (ii) hold the GUC Trust Assets for the benefit of the Holders of GUC Trust Beneficial Interests, (iii) have the power and authority to prosecute and resolve objections to Disputed General Unsecured Claims, (iv) investigate, prosecute, compromise, adjust, arbitrate, sue on, abandon, dismiss, or otherwise resolve, settle, or litigate all Retained Preference Actions and GUC Litigation Claims, and (v) have the power and

authority to perform such other functions as are provided for in the Plan and the GUC Trust Agreement. The GUC Trustee shall have the primary responsibility for the reconciliation of only General Unsecured Claims (the “General Unsecured Claims Reconciliation Process”); *provided that* the Debtors, Reorganized Debtors, and Consenting Stakeholders, as applicable, solely with the consent of the GUC Trustee, shall have the right to object to and prosecute such objections to General Unsecured Claims not Allowed under the Plan.

General Unsecured Claims Reconciliation Process. All objections to General Unsecured Claims must be filed by the GUC Trustee within one hundred and eighty (180) days of the Effective Date, unless extended by order of the Court. The Reorganized Debtors shall be responsible for all fees payable to the U.S. Trustee on account of any Chapter 11 Cases that remain open through the date that the New OpCo Contribution and CFCo Contribution are transferred to the GUC Trust; *provided that* the GUC Trust shall be responsible for reimbursement of all U.S. Trustee fees arising after the date on which both the New OpCo Contribution and the CFCo Contribution have been received. With the exception of one case that shall remain open while the claims administration process remains ongoing, the Debtors’ Chapter 11 Cases shall be closed as soon as reasonably practicable. The GUC Trustee shall have a right to file a motion to reopen one or more Chapter 11 Cases for purposes of the General Unsecured Claims Reconciliation Process to the extent necessary for the GUC Trustee to make distributions at a later date; *provided, however*, that the GUC Trust shall be responsible for reimbursement of all U.S. Trustee fees and all other fees and expenses incurred in connection with reopening the Chapter 11 Cases solely for the General Unsecured Claims Reconciliation Process.

Cooperation of the Reorganized Debtors, CFCo, and New OpCo. As soon as reasonably practicable after the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall transfer, or otherwise make available, to the GUC Trust copies of the Debtors’ books and records necessary and relevant to the GUC Litigation Claims, the Retained Preference Actions, and the administration and reconciliation of General Unsecured Claims, including, but not limited to a true and correct copy of the Claims Register setting forth the names, addresses, any tax identification numbers and Claim amounts of Holders of General Unsecured Claims, and noting whether any such Claims are Disputed and whether any Disputed General Unsecured Claims became Allowed Claims and if so the Allowed amount; *provided that* such transfer shall be subject to the preservation of privilege provision in this Article IV.M and the GUC Trust Agreement. The GUC Trust and the GUC Trustee shall have the absolute and unconditional right to rely on the information provided by the Debtors, the Reorganized Debtors and/or the Claims, Noticing, and Solicitation Agent for purposes of notices and distributions under this Agreement and neither the GUC Trust nor the GUC Trustee shall incur any liability by relying on the information it receives under this Agreement; *provided that*, for the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, make no representations or warranties of any kind in connection therewith, including with respect to accuracy or completeness of such books and records.

Except as otherwise provided in the Plan, the Confirmation Order, or the GUC Trust Agreement, the Debtors or the Reorganized Debtors, as applicable, and New OpCo upon reasonable notice, shall reasonably cooperate with the GUC Trustee in the administration of the GUC Trust, including by providing the GUC Trustee reasonable access to pertinent documents, including books and records, to the extent the Debtors, the Reorganized Debtors, or New OpCo, as applicable, have such information and/or documents to enable the GUC Trustee to perform its duties hereunder, and by providing reasonable access to current officers and directors with respect to contesting, settling, compromising, reconciling, and objecting to General Unsecured Claims and pursuing GUC Litigation Claims and Retained Preference Actions; *provided that*, in each case, the GUC Trust agrees upon request to reimburse reasonable and documented out-of-pocket expenses for preservation of documents, copying, or similar expenses. The collection, review, and preservation of documents for any investigation or litigation relating to the General Unsecured Claims by the GUC Trustee in connection with the General Unsecured Claims Reconciliation Process or the pursuit of the GUC Litigation Claims and Retained Preference Actions shall be at the expense of the GUC Trust. In the event books and records related to General Unsecured Claims Reconciliation Process are transferred to CFCo, the Debtors, the Reorganized Debtors, or CFCo, as applicable, shall reasonably cooperate with the GUC Trustee to facilitate access to, or the return of, such books and records; *provided that*, in each case, the GUC Trust agrees upon request to reimburse reasonable and documented out-of-pocket expenses related to providing access or return of such books and records.

Preservation of Privilege. The Reorganized Debtors shall enter into a common interest agreement and/or other agreement regarding the sharing of privileges as between the Reorganized Debtors and the GUC Trust, subject to applicable law, whereby the Reorganized Debtors will be able to share documents, information, or communications (whether written or oral) relating to the GUC Trust Assets. The GUC Trust shall seek to preserve and protect all applicable privileges attaching to any such documents, information, or communications. The GUC Trustee’s receipt

of such documents, information or communications shall not constitute a waiver of any privilege. All privileges shall remain in the control of the Debtors and the Reorganized Debtors; *provided* that any privileges pertaining to the GUC Litigation Claims and the Retained Preference Actions shall be jointly held by the Reorganized Debtors and the GUC Trust on and after the Effective Date, such that the Reorganized Debtors may not waive such privilege without the consent of the GUC Trust.

Cash Out Recovery. In lieu of receiving any other treatment provided under Article III of this Plan, each Cash Out Holder shall receive its Pro Rata share of the Cash Out Recovery Pool in full and final satisfaction of such Cash Out Holder's Allowed General Unsecured Claim; *provided*, that no Cash Out Holder shall receive a distribution in excess of 25% of such Holder's Allowed General Unsecured Claim; *provided, further*, that each Cash Out Holder shall receive distributions solely from the Cash Out Recovery Pool, and shall not receive distributions from any other GUC Trust Assets.

Release Opt-In Election. Holders of General Unsecured Claims who previously elected to "opt out" of the Third-Party Release provided in Article VIII.E of the Plan shall have the opportunity to elect to "opt in" and be bound by the Third-Party Release in Article VIII.E in order to participate in the Cash Out Recovery Pool or Upside Recovery, as applicable. Such Holders must submit a Release Opt-In Election Form by the Release Opt-In Election Deadline to indicate that the Holder of such General Unsecured Claim agrees to be bound by the Third-Party Release provided in Article VIII.E herein.

GUC Trust CFCo Preferred Equity. The GUC Trustee may not transfer, assign or distribute any units of the GUC Trust CFCo Preferred Equity to any GUC Trust Beneficiary without prior written consent from CFCo (in its sole discretion), which in each case shall comply with the terms and conditions of the CFCo governing documents, including the CFCo Operating Agreement; *provided* that, no later than six months prior to the expiration of the term of the GUC Trust or any subsequent extended term, the GUC Trustee and CFCo shall determine the most tax efficient and administratively feasible (which, for the avoidance of doubt, shall not require CFCo to register its securities under applicable securities laws) manner for distribution of the GUC Trust CFCo Preferred Equity upon dissolution of the GUC Trust; *provided* that the costs of implementation of such distribution shall be borne by the GUC Trust. The GUC Trust shall have the option, exercisable in the discretion of the GUC Trustee, to sell all (but not less than all) of the GUC Trust CFCo Preferred Equity to CFCo for \$1.00. Such option shall be exercisable at any time upon at least fifteen (15) days prior notice to CFCo. For the avoidance of doubt, nothing herein shall preclude the GUC Trust and CFCo from negotiating a sale of the GUC Trust CFCo Preferred Equity to CFCo at any time. For the avoidance of doubt, no equity in CFCo will be issued that is *pari passu* with or senior to the GUC Trust CFCo Preferred Equity without the consent of the GUC Trustee and CFCo shall consult with the GUC Trustee with respect to any incurrence of additional debt for borrowed money that is senior to the GUC Trust CFCo Preferred Equity and in excess of the aggregate debt obligations of CFCo (plus accrued interest at the applicable time) as of the Effective Date.

GUC Trust Fees and Expenses. From and after the Effective Date, the GUC Trustee, on behalf of the GUC Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the GUC Trust Fees and Expenses exclusively from the GUC Trust Assets and in the manner provided herein. Subject to the provisions of the Plan concerning the allocation of the GUC Trust Assets, the GUC Trustee is authorized to allocate such expenses (including, without limitation, any taxes imposed on or payable by the GUC Trust or in respect of the GUC Trust Assets and professional fees) to, and pay them from, the GUC Trust Assets, as the GUC Trustee may determine in good faith is fair (such as based upon the GUC Trustee's good faith determination of the nature or purpose of the fee or expense, the relative amount of General Unsecured Claims, the relative estimated value of the GUC Trust Assets or such other matters as the GUC Trustee deems relevant); *provided* that the GUC Trustee (i) shall reasonably attribute the expenses (including, without limitation, any taxes imposed on or payable by the GUC Trust or in respect of the GUC Trust Assets and professional fees) of the liquidation, defense, or resolution of General Unsecured Claims and prosecution of the GUC Litigation Claims and Retained Preference Actions to the GUC Trust Assets and pay them therefrom, and (ii) shall reasonably attribute the expenses (including, without limitation, any taxes imposed on or payable by the GUC Trust or in respect of the GUC Trust Assets and professional fees) of calculating, disseminating, and administering distributions (*e.g.*, accounting and mailing costs) on General Unsecured Claims to the GUC Trust Assets and pay them therefrom. The Reorganized Debtors shall not be responsible for any costs, fees, or expenses of the GUC Trust.

Tax Treatment. In furtherance of this Section of the Plan, (i) it is intended that the GUC Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code to the Holders of General Unsecured Claims, consistent with the terms of the Plan, and accordingly, all assets held by the GUC Trust are intended to be deemed for federal income tax purposes to have been distributed by the Debtors or the Reorganized Debtors, as applicable, to the Holders of Allowed General Unsecured Claims, and then contributed by the Holders of Allowed General Unsecured Claims to the GUC Trust in exchange for their interest in the GUC Trust; (ii) the primary purpose of the GUC Trust shall be the liquidation and distribution of the GUC Trust Assets in accordance with Treasury Regulation section 301.7701-4(d), including the resolution of General Unsecured Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business; (iii) all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with such treatment described in provisos (i) and (ii) of this paragraph; (iv) all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with the valuation of the GUC Trust Assets transferred to the GUC Trust as determined by the GUC Trustee (or its designee); (v) the GUC Trustee shall be responsible for filing all applicable tax returns for the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); and (vi) the GUC Trustee shall annually send to each Holder of an interest in the GUC Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes.

Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the GUC Trustee of a private letter ruling if the GUC Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the GUC Trustee), the GUC Trustee may timely elect to (i) treat any portion of the GUC Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made, all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. Any taxes (including with respect to earned interest, if any) imposed on the GUC Trust as a result of this treatment shall be paid out of the assets of the GUC Trust (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes). The GUC Trustee may request an expedited determination of taxes of the GUC Trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

The GUC Trust shall continue to have all of the rights and powers granted to the GUC Trust as set forth in this Plan and applicable non-bankruptcy law, and the GUC Trustee shall also have the rights, powers, and obligations set forth in the GUC Trust Agreement.

Transfer of GUC Trust Beneficial Interests. Any and all GUC Trust Beneficial Interests shall be transferrable either (i) with the consent of CFCo or, (ii) by will, intestate succession, or otherwise by operation of law. In addition, any and all GUC Trust Beneficial Interests will not constitute “securities” and will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such interests constitute “securities,” the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer, issuance and distribution under the Plan of the GUC Trust Beneficial Interests will be exempt from registration under the Securities Act and all applicable state and local securities laws and regulations.

Dissolution of the GUC Trust. The GUC Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, on the earlier of (a) such time as (i) all of the GUC Trust Assets have been liquidated and (ii) all distributions required to be made by the GUC Trustee under the Plan and the GUC Trust Agreement have been made, and (b) five (5) years after the Effective Date, unless the Bankruptcy Court, upon motion of the GUC Trustee within the six (6) months prior to the fifth (5<sup>th</sup>) anniversary hereof (or within six (6) months prior to the end of an extension period), determines that a fixed-period extension (not to exceed three (3) years, together with any prior extensions, without a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the GUC Trustee that any further extension would not adversely affect the status of the trust as a GUC Trust for United States federal income

tax purposes) is necessary to facilitate or complete the recovery of the GUC Trust Assets. Upon the filing of such a motion, the term of the GUC Trust shall be automatically extended through entry of a final order thereon, unless the extension would adversely affect the status of the GUC Trust as a liquidating trust for federal income tax purposes. After the final distribution of the balance of the GUC Trust Assets pursuant to the Plan and the GUC Trust Agreement, the GUC Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions. No later than six months prior to the expiration of the term of the GUC Trust or any subsequent extended term, the GUC Trustee and CFCo shall determine the most tax efficient and administratively feasible (which, for the avoidance of doubt, shall not require CFCo to register its securities under applicable securities laws) manner for distribution of the GUC Trust CFCo Preferred Equity upon dissolution of the GUC Trust; *provided* that the costs of implementation of such distribution shall be borne by the GUC Trust.

Single Satisfaction of Allowed General Unsecured Claims. Notwithstanding anything to the contrary herein, in no event shall Holders of Allowed General Unsecured Claims recover more than the full amount of their Allowed General Unsecured Claims from the GUC Trust.

*N. Closing the Chapter 11 Cases.*

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such Chapter 11 Case.

**ARTICLE V.  
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

*A. Assumption and Rejection of Executory Contracts and Unexpired Leases.*

On the Effective Date, except as otherwise provided in the Plan, the Plan Supplement, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts or Unexpired Leases will be deemed assumed by CFCo in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that: (1) are identified on the Assumed Executory Contracts and Unexpired Leases Schedule as being assumed and assigned to New OpCo or another entity in connection with the New OpCo Acquisition; (2) are identified on the Rejected Executory Contracts and Unexpired Leases Schedule; (3) have been previously assumed or rejected by the Debtors pursuant to a Final Order; or (4) are the subject of a motion to reject filed on or before the Confirmation Date.

On the Effective Date, the Carrier Contracts and all Executory Contracts and Unexpired Leases in connection with the Other Retained Assets shall be assumed by CFCo, as reflected in the Assumed Executory Contracts and Unexpired Leases Schedule; *provided, however*, that the Debtors or Reorganized Debtors, as applicable, shall negotiate and enter into such amendments, modifications, or supplements of any existing contracts and/or any new agreements as are necessary or advisable in connection with the Restructuring Transactions as determined by the Debtors or Reorganized Debtors, as applicable, and the Required Consenting Term Lenders or the Debtors shall otherwise secure relief from the Bankruptcy Court or enter into such other arrangements between New OpCo and CFCo to ensure compliance with the Carrier Contracts following the Effective Date, in each case that are reasonably acceptable to the Debtors or Reorganized Debtors, as applicable, the Consenting Sponsor, and the Required Consenting Lenders, in each case in accordance with the Restructuring Support Agreement.

Entry of the Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Assumed Executory Contracts and Unexpired Leases Schedule, or the Rejected Executory Contracts and Unexpired Leases Schedule, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing

and providing for its assumption. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

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

*B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.*

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within thirty days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, and (3) the Effective Date. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, the GUC Trust, or property of the foregoing parties, without the need for any objection by the Reorganized Debtors, or the GUC Trust, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Proof of Claim to the contrary.** All Allowed Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B.5 of the Plan and may be objected to in accordance with the provisions of Article VIII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

*C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.*

No later than the deadline to object to Confirmation, the Debtors shall serve notices of proposed assumptions to the counterparties to the agreements listed on the Assumed Executory Contracts and Unexpired Leases Schedule, which shall include a description of the procedures for resolving disputes related to the proposed assumption of applicable Executory Contracts and Unexpired Leases. In the event that any Executory Contract or Unexpired Lease is added to the Assumed Executory Contracts and Unexpired Leases Schedule after the provision of notices of proposed assumptions described above, a notice of proposed assumption with respect to such Executory Contract or Unexpired Lease will be sent promptly to the counterparty thereof.

Unless otherwise agreed in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by counsel to the Debtors no later than the date and time specified in the notice (which shall not be less than fourteen days after such notice is served). The Debtors or the Reorganized Debtors, as applicable, may reconcile and settle in the ordinary course of the Debtors’ business any dispute (following a timely filed objection) regarding any cure or any other matter pertaining to assumption without any further notice to or action, order, or approval of the Bankruptcy Court.

Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount (including any request for an additional or different cure amount) will be deemed to have assented to such assumption or cure amount and any untimely request for an additional or different cure amount shall

be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.

The Debtors or the Reorganized Debtors, as applicable, shall pay the cure amounts, if any, on the Effective Date or as soon as reasonably practicable thereafter or on such other terms as the parties to such Executory Contracts or Unexpired Leases may agree; *provided* that if a dispute regarding assumption or cure is unresolved as of the Effective Date, then payment of the applicable cure amount shall occur as soon as reasonably practicable after such dispute is resolved. Any cure shall be deemed fully satisfied, released, and discharged upon payment of the cure.

The assumption of any Executory Contract or Unexpired Lease pursuant to the Plan, in connection with the New OpCo Acquisition or otherwise shall result in the full release and satisfaction of any nonmonetary defaults arising from or triggered by the filing of these Chapter 11 Cases, including defaults of provisions restricting the change in control or ownership interest composition or any bankruptcy-related defaults, arising at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such assumption, (2) the effective date of such assumption, or (3) the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

*D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.*

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan, in connection with the New OpCo Acquisition or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

*E. Insurance Policies.*

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, the Debtors shall be deemed to have assumed or assumed and assigned to New OpCo (solely to the extent explicitly provided for in the Assumed Executory Contracts and Unexpired Leases Schedule), all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims; *provided* that any insurance policies that are not assumed and assigned to the New OpCo shall be assumed by the Debtors or Reorganized Debtors, as applicable, for the sole purpose of resolving any Claims covered by such insurance policies, resolving any Causes of Action retained in connection with such insurance policies, and collecting any and all outstanding deposits, restricted cash, and letters of credit related thereto.

Nothing in this Plan, the Plan Supplement, the Confirmation Order, or any other Final Order (including any other provision that purports to be preemptory or supervening), (1) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (2) alters or modifies the duty, if any, that the insurers or third-party administrators have to pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors (or New OpCo, solely to the extent assumed and assigned to the New OpCo pursuant to the New OpCo Acquisition) or draw on any collateral or security therefor. For the avoidance of doubt, insurers and third-party administrators shall not need to nor be required to file or serve a cure objection or a request, application, claim, Proof of Claim, or motion for payment and shall not be subject to any claims bar date or similar deadline governing cure amounts or Claims.

*F. Reservation of Rights.*

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

*G. Nonoccurrence of Effective Date.*

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

*H. Contracts and Leases Entered Into After the Petition Date.*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.  
PROVISIONS GOVERNING DISTRIBUTIONS**

*A. Timing and Calculation of Amounts to Be Distributed.*

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

*B. Administrative Consolidation for Distribution Purposes Only.*

On the Effective Date, and solely for administrative purposes to facilitate distributions from the GUC Trust: (1) all General Unsecured Claims against each of the Debtors shall be deemed merged or treated as liabilities of the GUC Trust to the extent Allowed; (2) all General Unsecured Claim guaranties by any Debtor of the obligations of any other Debtor shall be deemed eliminated and extinguished so that any General Unsecured Claim against any Debtor and any guarantee thereof executed by any Debtor and any joint or several General Unsecured Claim against any of the Debtors shall be deemed to be one obligation of the GUC Trust; (3) each and every General Unsecured Claim Filed in any of the Chapter 11 Cases shall be treated as Filed against the consolidated Debtors and shall be treated as one General Unsecured Claim against and obligation of the GUC Trust. For the avoidance of doubt, for purposes of determining the availability of the right of set off under section 553 of the Bankruptcy Code, the Debtors shall be treated as separate entities so that, subject to the other provisions of section 553 of the Bankruptcy Code, debts due to any of the Debtors may not be set off against the liabilities of any of the other Debtors. Such administrative consolidation is solely for the purpose of facilitating distributions to Holders of General Unsecured Claims under this Plan and shall not affect the legal and corporate structures of the Reorganized Debtors. Moreover, such administrative consolidation shall not affect any subordination provisions set forth in any agreement relating to any General

Unsecured Claim or the ability of the GUC Trustee to seek to have any General Unsecured Claim subordinated in accordance with any contractual rights or equitable principles.

C. *Disbursing Agent.*

All distributions under the Plan shall be made by the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

D. *Rights and Powers of Disbursing Agent.*

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent, in each case directly related to distributions under the Plan, shall be paid in Cash by the Reorganized Debtors in the ordinary course of business. In the event that the Reorganized Debtors object to all or any portion of the amounts requested to be reimbursed in a Disbursing Agent's invoice, the Reorganized Debtors and such Disbursing Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Reorganized Debtors and a Disbursing Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

E. *Delivery of Distributions and Undeliverable or Unclaimed Distributions.*

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General.

Except as otherwise provided herein, the Disbursing Agent or the GUC Trust, as applicable, shall make distributions to Holders of Allowed Claims and Allowed Interests (as applicable) as of the Distribution Record Date: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors or the GUC Trust have been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors, the applicable Disbursing Agent, or the GUC Trust as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

The Debtors, the Reorganized Debtors, the GUC Trust, and the GUC Trustee shall not incur any liability whatsoever on account of any distributions under the Plan except for gross negligence or willful misconduct.

3. Minimum Distributions.

No fractional units of New Common Equity or GUC Trust CFCo Preferred Equity shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of units of New Common Equity or GUC Trust CFCo Preferred Equity, as applicable, that is not a whole number, the actual distribution of units of New Common Equity or GUC Trust CFCo Preferred Equity shall be rounded as follows: (a) fractions of one-half ( $\frac{1}{2}$ ) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half ( $\frac{1}{2}$ ) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized units of New Common Equity or GUC Trust CFCo Preferred Equity, as applicable, to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding. None of the Reorganized Debtors, the Disbursing Agent, or the GUC Trustee shall have any obligation to make a distribution that consists of less than one unit of New Common Equity or GUC Trust CFCo Preferred Equity, as applicable, or is less than fifty dollars (\$50) to any Holder of an Allowed Claim.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution under the Plan is returned as undeliverable, no further distribution to such Holder shall be made unless and until the Disbursing Agent or the GUC Trust, as applicable, is notified in writing of the then-current address of such Holder, at which time all currently-due, missed distributions shall be made to such Holder as soon as reasonably practicable thereafter without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from issuance. After such date, all unclaimed property or interests in property shall revert to the applicable Reorganized Debtors or the GUC Trust (in the case of distributions from the GUC Trust Assets), automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

5. Surrender of Canceled Instruments or Securities.

On the Effective Date or as soon as reasonably practicable thereafter, each Holder of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV.F hereof shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for purposes of allowing Holders to receive distributions under the Plan, charging liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims that are Reinstated under this Plan.

F. *Manner of Payment.*

At the option of the Disbursing Agent or the GUC Trustee, as applicable, any Cash payment to be made hereunder may be made by check, ACH, or wire transfer, except as otherwise provided in the GUC Trust Agreement, or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

G. *Compliance with Tax Requirements.*

In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors, the GUC Trust, the Disbursing Agent, and any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Any amounts withheld pursuant to the preceding

sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan. Notwithstanding any provision in the Plan to the contrary, such parties shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, Reorganized Debtors, and the GUC Trust reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances.

Any person entitled to receive any property as an issuance or distribution under the Plan shall, upon request, deliver to the applicable Disbursing Agent an appropriate Form W-9 or (if the payee is a foreign Person) Form W-8.

The GUC Trustee, in its reasonable discretion, may suspend distributions to any Holder of a GUC Trust Beneficial Interest that has not provided its federal taxpayer identification number or social security number, as the case may be, to the GUC Trust within ninety (90) days after written request, the applicable underlying General Unsecured Claim will be expunged and its GUC Trust Beneficial Interest disallowed for all purposes under the Plan and any distribution from the GUC Trust shall be waived and forfeited.

*H. Allocations.*

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

*I. No Postpetition Interest on Claims.*

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

*J. Foreign Currency Exchange Rate.*

Except as otherwise provided in a Final Order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

*K. Setoffs and Recoupment.*

Unless otherwise provided in the Plan or the Confirmation Order, each Debtor, each Reorganized Debtor, or the GUC Trust, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against or recoup any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor, Reorganized Debtor, or the GUC Trust, as applicable, may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled as of the Effective Date (whether pursuant to the Plan or otherwise); *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims be entitled to set off or recoup any such Claim against any claim, right, or Cause of Action of the Debtor, Reorganized Debtor or the GUC Trust (as applicable), unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff or recoupment on or before the Confirmation Date, and notwithstanding any indication in any

Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff or recoupment pursuant to section 553 of the Bankruptcy Code or otherwise.

*L. Claims Paid or Payable by Third Parties.*

1. Claims Paid by Third Parties.

The Debtors, the Reorganized Debtors, or the GUC Trust, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Reorganized Debtor, or the GUC Trust. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Reorganized Debtor, or the GUC Trust on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets), to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets) annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

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

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained herein (including Article III of the Plan), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers, under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**ARTICLE VII.  
PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED, AND DISPUTED CLAIMS**

*A. Distributions on Account of Claims Allowed as of the Effective Date.*

Except as otherwise provided herein, in a Final Order, or as otherwise agreed to by the Debtors or the Reorganized Debtors, as the case may be, and the Holder of the applicable Allowed Claim on the first distribution date, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed as of the Effective Date, subject to the Reorganized Debtors' right to object to Claims; *provided* that (1) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors prior to the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice, (2) Allowed Priority Tax Claims shall be paid in accordance with Article II.D of the Plan, and (3) Allowed General Unsecured Claims shall be paid (if entitled to payment) in accordance with Article III.B.5 of the Plan. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date,

such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the Holder of such Claim or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Distribution dates shall occur no less frequently than once in every ninety-day period, as necessary, in the Reorganized Debtors' sole discretion.

*B. Claims Administration Responsibilities.*

The Debtors and the Reorganized Debtors, as applicable, with reasonable consent of the DIP Lender and the Ad Hoc Group of Term Lenders with respect to Claims other than General Unsecured Claims, shall have the exclusive authority to (1) File, withdraw, or litigate to judgment any objections to Claims, (2) settle or compromise any such objections to Claims without further notice to or action, order, or approval of the Bankruptcy Court, and (3) administer and adjust the Claims Register to reflect such settlements or compromises without further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding the foregoing, solely with respect to General Unsecured Claims, the GUC Trust shall have authority to (1) File, withdraw, or litigate to judgment any objections to such General Unsecured Claims, (2) settle or compromise any objections to such General Unsecured Claims without further notice to or action, order, or approval of the Bankruptcy Court, and (3) administer and adjust the Claims Register to reflect such settlements or compromises without further notice to or action, order, or approval of the Bankruptcy Court. Except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Claim or Interest (including any Disputed Claim or Interest), including the Causes of Action retained pursuant to Article IV.K of the Plan.

Any objections to Proofs of Claims (other than Administrative Claims) shall be served and Filed (a) on or before the date that is one hundred and eighty days following the later of (i) the Effective Date and (ii) the date that a Proof of Claim is Filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a Holder of a Claim or (b) such later date as ordered by the Bankruptcy Court.

*C. Disputed Claims Process.*

If the Debtors or Reorganized Debtors dispute any Proof of Claim that is Filed on account of an Unimpaired Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date as if the Chapter 11 Cases had not been commenced; *provided* that the Debtors or Reorganized Debtors, as applicable, or the Holder of such Claim may elect to have the validity or amount of any Claim adjudicated by the Bankruptcy Court instead. If a Holder makes such an election, the Bankruptcy Court shall apply the law that would have governed the dispute if the Chapter 11 Cases had not been Filed.

If the Debtors, Reorganized Debtors, or GUC Trust, as applicable, dispute any Impaired Claim that is not Allowed as of the Effective Date pursuant to Article III.B or a Final Order entered by the Bankruptcy Court (which may include the Confirmation Order), the Debtors, Reorganized Debtors, or GUC Trust, as applicable, shall File an objection with, and the dispute shall be determined, resolved, or adjudicated before, the Bankruptcy Court.

*D. Estimation of Claims and Interests.*

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

applicable, may elect to pursue any supplemental proceedings to object to the allowance of, or any ultimate distribution on, such Claim or Interest.

*E. Adjustment to Claims or Interests without Objection.*

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

*F. Disallowance of Claims or Interests.*

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

**Except as otherwise provided herein or as agreed to by the Reorganized Debtors or the GUC Trust (with respect to General Unsecured Claims), any and all Proofs of Claim Filed after the applicable Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless such late Proof of Claim has been deemed timely Filed by a Final Order.**

*G. No Distributions Pending Allowance.*

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

**ARTICLE VIII.  
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

*A. Compromise and Settlement of Claims, Interests, and Controversies.*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any such Claim or Interest, or any distribution to be made on account of any Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors or the GUC Trust, as applicable, may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

*B. Discharge of Claims and Termination of Interests.*

Pursuant to, and to the maximum extent provided by, section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services that employees of the Debtors have performed prior to the Effective Date, and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (1) a Proof of Claim or Proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code, or (3) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order, if applicable, shall be a judicial determination of the discharge of all Claims (other than the Reinstated Claims) and Interests (other than the Intercompany Interests that are Reinstated) subject to the occurrence of the Effective Date.

*C. Release of Liens.*

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

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

*D. Releases by the Debtors.*

**Except as expressly set forth in the Plan or the Confirmation Order, effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each**

Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged by each and all of the Debtors, and each of their respective current and former Affiliates, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, including any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or any other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the Prepetition Credit Agreement, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, any litigation arising prior to the Petition Date to which any Debtor is a party, the business or contractual arrangements between any Debtor and any Released Party, including any prepetition corporate transactions, the Debtors' restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Restructuring Transactions, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, the solicitation of votes on the Plan, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan, (2) any Retained Causes of Action (including, for the avoidance of doubt, Retained Preference Actions), or (3) the GUC Litigation Claims. For the avoidance of doubt, the Debtor Release provided herein shall not apply to claims or Causes of Action against the Non-Released Parties or otherwise impact the GUC Litigation Claims or Retained Preference Actions.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

*E. Releases by the Releasing Parties.*

Effective as of the Effective Date, except as expressly set forth in the Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), each Released Party, in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released

Party from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates that such Entity would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the Prepetition Credit Agreement, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Restructuring Transactions, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, the solicitation of votes on the Plan, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan. For the avoidance of doubt, the Third-Party Release provided herein shall not apply to claims or Causes of Action against the Non-Released Parties or otherwise impact the GUC Litigation Claims or Retained Preference Actions.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the Confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

*F. Exculpation.*

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from any and all Claims, Interests, obligations, rights, suits, damages, Cause of Action for any claim related to any act or omission from the Petition Date to the Effective Date, in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable the Chapter 11 Cases, the Disclosure Statement, the Plan (including the Plan Supplement), the DIP Facility, the DIP Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement (excluding, for the avoidance of doubt, providing any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan), except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or

regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding the foregoing, the exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, this exculpation provision shall not apply to claims or Causes of Action against the Non-Released Parties or otherwise impact the GUC Litigation Claims or Retained Preference Actions.

Solely with respect to the exculpation provision, notwithstanding anything to the contrary in the Plan or Plan Supplement, each of the 1125(e) Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan. No Entity or Person may commence or pursue a Claim or Cause of Action of any kind against any of the Exculpated Parties or the 1125(e) Exculpated Parties that arose or arises from, in whole or in part, a Claim or Cause of Action subject to this paragraph, without this Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim for actual fraud, gross negligence, or willful misconduct against any such Exculpated Party or 1125(e) Exculpated Party and such party is not exculpated pursuant to this provision; and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against such Exculpation Party or 1125(e) Exculpation Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

*G. Injunction.*

Upon entry of the Confirmation Order, except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been extinguished, released, discharged, or are subject to exculpation, whether or not such Entities vote in favor of, against, or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, or the other the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Holder has timely filed a motion with the Bankruptcy Court expressly requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.G hereof.

*H. Protections Against Discriminatory Treatment.*

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

*I. Document Retention.*

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

*J. Reimbursement or Contribution.*

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

*K. Certain Release Provisions.*

Notwithstanding anything to the contrary herein, in the Disclosure Statement or the Plan, the Debtors, with respect to the following actions: (i) *Bilek v. Nat'l Congress of Employers, Inc.*, No. 1:18-cv-03083 (N.D. Ill. filed Apr. 30, 2018); (ii) *Hossfeld v. Am. Fin. Sec. Life Ins. Co.*, No. 0:19-cv-60597 (S.D. Fla. filed Mar. 6, 2019); (iii) *Moore v. Am. Serv. Ins. Agency LLC*, No. 1:20-cv-06206 (N.D. Ill. filed Oct. 19, 2020); and (iv) *Newman v. Benefytt Techs., Inc.*, No. 1:22-cv-04845 (N.D. Ill. filed Sept. 8, 2022), agree that the named plaintiffs and all putative class members are and shall be deemed to opt out of—and are completely unaffected by—any releases or compromises of their claims against any party other than the Debtors. This opt-out includes but is not limited to the release set forth in Article VIII.E of the Plan, and any and all compromise of their claims (of any kind) contemplated thereby. For the avoidance of doubt, nothing herein affects the Debtors Release of the Released Parties under Article VIII.D of the Plan, including the release of any claims brought or that could be brought by, through, or under the Debtors as set forth therein.

**ARTICLE IX.  
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

*A. Conditions Precedent to the Effective Date.*

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

1. the Debtors shall have obtained all (or substantially all in the case of state regulatory approvals) authorizations, licenses, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Restructuring Transactions and all applicable waiting periods shall have expired;
2. the final versions of the Definitive Documents (including the Servicing Agreement) and all of the schedules, documents, amendments, modifications, supplements, and exhibits related thereto shall be

consistent with the Restructuring Support Agreement and the Restructuring Term Sheet, and, if applicable, the Plan, and otherwise approved by the Consenting Stakeholders consistent with their respective consent and approval rights set forth in the Restructuring Support Agreement;

3. the Restructuring Support Agreement shall be in full force and effect and shall not have been terminated in accordance with its terms;

4. there shall not be in effect any order by a governmental authority of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the Restructuring Transactions, the Restructuring Support Agreement, or any of the Definitive Documents;

5. the Debtors shall have implemented the Restructuring Transactions and all transactions contemplated in this Restructuring Term Sheet in a manner consistent with the Restructuring Support Agreement, this Restructuring Term Sheet, and the Plan;

6. the Bankruptcy Court shall have entered the Confirmation Order in form and substance acceptable to the Consenting Stakeholders, which order shall be in full force and effect and no stay thereof shall be in effect, and which shall:

- (a) authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan;
- (b) decree that the provisions in the Confirmation Order and the Plan are nonseverable and mutually dependent;
- (c) authorize the Debtors, as applicable/necessary, to: (i) implement the Restructuring Transactions; (ii) make all distributions and issuances as required under the Plan; and (iii) enter into any agreements, transactions, and sales of property as set forth in the Plan (including the Plan Supplement);
- (d) authorize the implementation of the Plan in accordance with its terms; and
- (e) provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax;

7. the Bankruptcy Court shall have entered an order approving the Disclosure Statement in form and substance acceptable to the Consenting Stakeholders, which order shall be in full force and effect and shall have become a Final Order that is not stayed;

8. the GUC Trust Agreement shall be executed and the GUC Trust Assets in existence on the Effective Date shall have been transferred to the GUC Trust;

9. the Debtors shall have paid the Consenting Lenders Expenses in full, in Cash;

10. all professional fees and expenses of retained Professionals that require the approval of the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending the approval of such fees and expenses by the Bankruptcy Court; and

11. the Debtors shall have implemented the Required Carrier Contract Amendments or the Debtors shall have otherwise secured relief from the Bankruptcy Court or entered into such other arrangements between New OpCo and CFCo to ensure compliance with the Carrier Contracts following the Effective Date, in each case that are reasonably acceptable to the Debtors, the Consenting Sponsor and the Required Consenting Lenders.

*B. Waiver of Conditions.*

Except as otherwise specified in this Plan, any one or more of the conditions to Consummation (or any component thereof) set forth in this Article IX may be waived by the Debtors, with the prior written consent of the Required Consenting Stakeholders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

*C. Effect of Failure of Conditions.*

If Consummation does not occur as to any Debtor, the Plan shall be null and void in all respects as to such Debtor and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors, any Holders of Claims or Interests, or any other Entity; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity.

**ARTICLE X.  
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

*A. Modification and Amendments.*

Except as otherwise specifically provided in the Plan, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan, and the requirements of section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtors expressly reserve their right to alter, amend, or modify the Plan, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

*B. Effect of Confirmation on Modifications.*

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

*C. Revocation or Withdrawal of Plan.*

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

**ARTICLE XI.  
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan, the Confirmation Order, and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with the Plan or the Disclosure Statement;

8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan, the Confirmation Order or any other Final Order of the Bankruptcy Court;

11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VII.L hereof;

13. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

14. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Plan Supplement, or the Disclosure Statement;

15. enter an order concluding or closing the Chapter 11 Cases;

16. adjudicate any and all disputes arising from or relating to distributions under the Plan or the Restructuring Transactions;

17. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

18. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

19. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

20. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

21. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII hereof, regardless of whether such dispute is in connection with a proceeding that commenced prior to or after the Effective Date;

22. enforce all orders previously entered by the Bankruptcy Court; and

23. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the New First Lien Term Loan Facility Documents shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS**

### *A. Immediate Binding Effect.*

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests (a) are Impaired or Unimpaired, (b) have, or are deemed to have accepted the Plan, or (c) failed to vote to accept or reject the Plan).

*B. Additional Documents.*

On or before the Effective Date, and consistent in all respects with the terms of the Restructuring Support Agreement and the Plan, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

*C. Payment of Statutory Fees.*

Prior to the Effective Date, the Debtors shall file reports for each month (including any fraction thereof) when they become due, in a form reasonably acceptable to the U.S. Trustee. All fees due and payable pursuant to section 1930 of Title 28 of the United States Code before the Effective Date with respect to the Debtors shall be paid by the Debtors for each quarter (including any fraction thereof). On and after the Effective Date, the Reorganized Debtors (or any Disbursing Agent on behalf of the Reorganized Debtors or the GUC Trustee) shall pay any and all such fees when due and payable for each quarter (including any fraction thereof), and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee for each quarter (including any fraction thereof). Each Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

*D. Statutory Committee and Cessation of Fee and Expense Payment.*

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

All monthly reports shall be filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by the Debtors or the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors or the GUC Trustee) on the Effective Date, and following the Effective Date, the Reorganized Debtors shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof), and shall file quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay such quarterly fees to the U.S. Trustee and to file quarterly reports until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

*E. Reservation of Rights.*

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court has entered the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

*F. Successors and Assigns.*

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

*G. Notices.*

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or

made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

<b>Debtors</b>	<b>Counsel to the Debtors</b>
Benefytt Technologies, Inc. 3450 Buschwood Park Drive, Suite 200 Tampa, FL 33618 Attention: Todd Baxter, Chief Executive Officer Email address: todd.baxter@bft.com	Kirkland & Ellis LLP 300 North LaSalle Street Chicago, IL 60654 Attention: Patrick J. Nash Jr., John R. Luze Jeffrey T. Michalik Yusuf Salloum E-mail address: patrick.nash@kirkland.com john.luze@kirkland.com jeff.michalik@kirkland.com yusuf.salloum@kirkland.com
<b>United States Trustee</b>	<b>Counsel to the Consenting Term Lenders</b>
Office of The United States Trustee 515 Rusk Street, Suite 3516 Houston, TX 77002	Akin Gump Strauss Hauer & Feld LLP 2001 K Street N.W. Washington, DC 20006 Attention: Scott Alberino Benjamin Taylor E-mail address: salberino@akingump.com taylorb@akingump.com
<b>Consenting Sponsor</b>	<b>Counsel to the Consenting Sponsor</b>
Madison Dearborn Capital Partners 70 W Madison St Ste 4600 Chicago, IL 60602 Attention: Vahe Dombalagian Michael Dolce Matthew Raino E-mail address: vdombalagian@mdcp.com mdolce@mdcp.com mraino@mdcp.com	Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064 Attention: Paul Basta Joseph M. Graham Leslie Liberman E-mail address: pbasta@paulweiss.com jgraham@paulweiss.com lliberman@paulweiss.com
<b>Revolving Credit Facility Agent</b>	<b>Counsel to the Revolving Credit Facility Agent</b>
Truist Bank 214 N. Tryon St., 18th Floor Charlotte, NC 28202 Attention: Juan De Jesus-Caballero, Senior Vice President Email address: juan.dejesus-caballero@truist.com	Moore & Van Allen 100 North Tryon Street, Suite 4700 Charlotte, NC 28202 Attention: Luis Lluberias James R. Langdon Email address: luislluberias@mvalaw.com jimlangdon@mvalaw.com
<b>Counsel to the Committee</b>	
McDermott Will & Emery LLP 845 Texas Avenue, Suite 4000 Houston, Texas 77002-1656 Attention: Charles R. Gibbs Email address: crgibbs@mwe.com	Lowenstein Sandler LLP 1251 Avenue of the Americas New York, New York 10020 Attention: Jeffrey Cohen Eric Chafetz

One Vanderbilt Avenue New York, New York 10017-3852 Attention: Darren Azman Email address: dazman@mwe.com	Email address:	Robert M. Hirsh Keara Waldron jcohen@lowenstein.com echafetz@lowenstein.com rhirsh@lowenstein.com kwaldron@lowenstein.com
444 West Lake Street, Suite 4000 Chicago, Illinois 60606-0029 Attention: R. Jacob Jumbeck Email address: jjumbeck@mwe.com		

After the Effective Date, the Reorganized Debtors have the authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

*H. Term of Injunctions or Stays.*

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

*I. Entire Agreement.*

Except as otherwise indicated, and without limiting the effectiveness of the Restructuring Support Agreement, the Plan (including, for the avoidance of doubt, the documents and instruments in the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

*J. Plan Supplement.*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://cases.stretto.com/benefytt> or the Bankruptcy Court's website at [www.txs.uscourts.gov/bankruptcy](http://www.txs.uscourts.gov/bankruptcy). To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

*K. Nonseverability of Plan Provisions.*

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, subject to the terms of the Restructuring Support Agreement, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' or the Reorganized Debtors' consent; and (3) nonseverable and mutually dependent.

*L. Votes Solicited in Good Faith.*

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with section 1125(g) of the Bankruptcy Code. Upon entry of the Confirmation Order, each of the Released Parties and Exculpated Parties will be deemed to have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with, and in a manner consistent with, the applicable provisions of the Bankruptcy Code, the Disclosure Statement, the Plan, the Bankruptcy Rules and all other applicable rules, laws and regulations in connection with all of their respective activities relating to support and consummation of the Plan, including the negotiation, execution, delivery and performance of the Restructuring Support Agreement, and are entitled to the protections of section 1125(e) of the Bankruptcy Code and all other protections and rights provided in the Plan. Without limiting the generality of the foregoing, upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and other applicable law and, pursuant to section 1125(e) of the Bankruptcy Code, any person will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

*M. Closing of Chapter 11 Cases.*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*N. Waiver or Estoppel.*

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

*[Remainder of page intentionally left blank.]*

Dated: August 30, 2023

**BENEFYTT TECHNOLOGIES, INC.**

*/s/ Michael DeVries*

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Michael DeVries  
Chief Financial Officer  
Benefytt Technologies, Inc.

**EXHIBIT B**

**Proposed Notice of Effective Date**

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

In re:	)	
	)	Chapter 11
BENEFYTT TECHNOLOGIES, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-90566 (CML)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket No. __</b>

**NOTICE  
OF (I) ENTRY OF AN ORDER  
CONFIRMING THE FIRST AMENDED JOINT CHAPTER 11 PLAN  
OF BENEFYTT TECHNOLOGIES, INC. AND ITS DEBTOR AFFILIATES  
(TECHNICAL MODIFICATIONS) AND (II) OCCURRENCE OF EFFECTIVE DATE**

On [\_\_\_], 2023, the Honorable Christopher M. Lopez, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the “Court”), entered the *Order Approving the First Amended Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates (Technical Modifications)* [Docket No. [●]] (the “Confirmation Order”) confirming the Plan<sup>2</sup> of the above-captioned debtors (the “Debtors”).

The Effective Date of the Plan occurred on [\_\_\_\_], 2023.

The Confirmation Order and the Plan are available for inspection. If you would like to obtain a copy of the Confirmation Order or the Plan, you may contact Stretto, Inc. the claims and noticing agent retained by the Debtors in these Chapter 11 Cases, by: (a) calling the Debtors’ restructuring hotline at (833) 693-3762 (US toll free) or (720) 450-8180 (international); (b) visiting the Debtors’ restructuring website at: <https://cases.stretto.com/benefytt>; or (c) emailing [benefyttinquiries@stretto.com](mailto:benefyttinquiries@stretto.com). You may also obtain copies of any pleadings Filed in these Chapter 11 Cases for a fee via PACER at: [www.txs.uscourts.gov](http://www.txs.uscourts.gov).

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<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: Benefytt Technologies, Inc. (2634); American Service Insurance Agency LLC (9115); Benefytt Reinsurance Solutions, LLC (4601); BimSym-HPIH, LLC (4626); Dawn Acquisition Company, LLC (0909); Daylight Beta Intermediate Corp. (7248); Daylight Beta Intermediate II Corp. (8842); Daylight Beta Parent Corp. (6788); Health Insurance Innovations Holdings, Inc. (1994); Health Plan Intermediaries Holdings, LLC (0972); Healthinsurance.com, LLC (9525); HealthPocket, Inc. (3710); Insurance Center for Excellence, LLC (4618); RxHelpline, LLC (9940); Sunrise Health Plans, LLC (3872); TogetherHealth Insurance, LLC (9503); TogetherHealth PAP, LLC (8439); and Total Insurance Brokers, LLC (7975). The location of the Debtors’ service address is: 3450 Buschwood Park Drive, Suite 200, Tampa, Florida 33618.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the *First Amended Joint Chapter 11 Plan of Benefytt Technologies, Inc. and Its Debtor Affiliates (Technical Modifications)* [Docket No. [●]] (as modified, amended, and including all supplements, the “Plan”).

The Court has approved certain discharge, release, exculpation, injunction, and related provisions in Article VIII of the Plan.

The Plan and its provisions are binding on the Debtors, Reorganized Debtors, Disbursing Agent, the GUC Trustee, and any Holder of a Claim or an Interest and such Holder's respective successors and assigns, whether or not the Claim or the Interest of such Holder is Impaired under the Plan, and whether or not such Holder voted to accept the Plan.

The Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Houston, Texas  
[●], 2023

*/s/ Draft*

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