Docket #0374 Date Filed: 03/01/2026

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re **UNITED SITE SERVICES, INC.** *et al.*,[1] Debtors.

Order Filed on February 27, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Case No. 25-23630 (MBK)

Chapter 11

(Jointly Administered)

ORDER (I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT AND (II) CONFIRMING THE SECOND AMENDED JOINT PREPACKAGED PLAN OF REORGANIZATION OF UNITED SITE SERVICES, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

The relief set forth on the following pages, numbered three (3) through eighty-four (84), is **ORDERED**.

DATED: February 27, 2026

Honorable Michael B. Kaplan
United States Bankruptcy Judge

[1] The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), with each one's tax identification number, principal office address and former names and trade names, is available on the website of the Debtors' noticing agent at www.veritaglobal.net/USS. The location of the principal place of business of United Site Services, Inc., and the Debtors' service address for these Chapter 11 Cases is 2487 W Navigator Drive, 3rd Floor, Meridian, ID 83642.

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Caption in Compliance with D.N.J. LBR 9004-1(b)

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Debtors in Possession

The above-captioned debtors and debtors in possession (the "***Debtors***"), having:

a. commenced, on December 28, 2025, a prepetition solicitation (the "***Solicitation***") of votes on the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, supplemented, or otherwise amended from time to time, the "***Plan***"),[2] by causing the transmittal, through their solicitation and balloting agent, Kurtzman Carson Consultants, LLC dba Verita Global ("***Verita***"), to the holders of Claims entitled to vote on the Plan, of, among other things: (i) the Plan, (ii) the *Disclosure Statement for the Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "***Disclosure Statement***"), and (iii) the ballots and master ballots (collectively, the "***Ballots***") for casting votes on the Plan (all of the foregoing, the "***Solicitation Package***");

b. filed, on December 29, 2025, the *Certificate of Service of Jennifer Westwood re: Solicitation Materials Served on December 28, 2025* [Dkt. No. 24] and on January 9, 2026 the *Certificate of Service of Kevin Martin re: Solicitation Materials Served on December 29, 2025* [Dkt. No. 178] (collectively, the "***Solicitation Affidavits***");

c. commenced, on December 29, 2025 (the "***Petition Date***"), these chapter 11 cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (as amended, the "***Bankruptcy Code***") in this Court;

d. filed, on December 29, 2025 the Plan [Dkt. No. 16] and the Disclosure Statement [Dkt. No. 17];

e. filed on December 29, 2025 the *Declaration of Chris Kelly in Support of Chapter 11 Petitions and First Day Motions of United Site Services, Inc. et al.* [Dkt. No. 15];

f. obtained, on December 30, 2025, the *Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Establishing Objection Deadlines; (III) Approving Solicitation Procedures; (IV) Approving the Form and Manner of Ballots and Notices; (V) Directing that a Meeting of Creditors Not be Convened; (VI) Conditionally Waiving the Requirement to File Schedules of Assets and Liabilities and Statements of Financial Affairs; (VII) Approving Procedures for Assumption and Rejection of Executory*

[2] Capitalized terms not otherwise defined herein shall 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 Order.

Contracts and Unexpired Leases; (VIII) Granting Approval of Rights Offering Procedures; and (IX) Granting Related Relief [Dkt. No. 80] to consider final approval of the Disclosure Statement and the confirmation of the Plan (the "***Scheduling Order***"), which, among other things: (i) approved the prepetition solicitation and voting procedures, including the Confirmation Schedule (as defined therein); (ii) conditionally approved the Disclosure Statement and its use in the Solicitation; and (iii) scheduled the Combined Hearing on February 10, 2026 at 10:00 a.m. (ET) to consider the final approval of the Disclosure Statement and the confirmation of the Plan (the "***Combined Hearing***");

g. served, on January 2, 2026, through Verita, the *Notice of: (I) Commencement of Chapter 11 Bankruptcy Cases, (II) Hearing on the Adequacy of the Disclosure Statement and Confirmation of the Pre-Packaged Plan, and (III) Certain Objection Deadlines* (the "***Combined Hearing Notice***") [Dkt. No. 83] on all known holders of Claims and Interests, Office of the United States Trustee for the District of New Jersey (the "***U.S. Trustee***"), and certain other parties in interest, as evidence by the *Certificate of Service of Michael J. Paque re: Solicitation Materials Served on or Before January 12, 2026* [Dkt. No. 183];

h. caused, on January 2, 2026, the Combined Hearing Notice to be published in *The New York Times*, as evidenced by the *Affidavit of Publication of Notice of (I) Commencement of Chapter 11 Bankruptcy Cases, (II) Hearing on the Adequacy of the Disclosure Statement and Confirmation of the Pre-Packaged Plan, and (III) Certain Objection Deadlines in The New York Times* [Dkt. No. 142];

i. filed, on January 23, 2026, the *Notice of Filing of Plan Supplement in Connection with Joint Chapter 11 Plan of United Site Services, Inc. and its Affiliated Debtors and Debtors in Possession* [Dkt. No. 217] (the "***Initial Plan Supplement***");

j. filed, on January 28, 2026 the *Notice of Filing of Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 234];

k. filed, on February 1, 2026, the *Notice of Filing of Amended Plan Supplement in Connection with Joint Chapter 11 Plan of United Site Services, Inc. and its Affiliated Debtors and Debtors in Possession* [Dkt. No. 250] (the "***Amended Plan Supplement***");

l. filed, on February 3, 2026, the *Notice of Filing of Second Amended Plan Supplement in Connection with Joint Chapter 11 Plan of United Site Services,*

Inc. and its Affiliated Debtors and Debtors in Possession [Dkt. No. 269] (the "***Second Amended Plan Supplement***");

m. filed, on February 6, 2026, the:

i. *Notice of Filing of Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 291];

ii. *Declaration of James Lee Regarding the Solicitation and Tabulation of Votes on the Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 290] (the "***Voting Declaration***");

iii. *Notice of Filing of Third Amended Plan Supplement in Connection with Joint Chapter 11 Plan of United Site Services, Inc. and its Affiliated Debtors and Debtors in Possession* [Dkt. No. 289] (the "***Third Amended Plan Supplement***");

n. submitted, on February 6, 2026, a request to adjourn the Combined Hearing to February 17, 2026 at 11:30 a.m. (ET); and

o. filed, on February 20, 2026, the:

i. *Declaration of Avi Robbins in Support of an Order (I) Approving the Adequacy of the Disclosure Statement and the Prepetition Solicitation Procedures and (II) Confirming the Second Amended Joint Pre-Packaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates* [Dkt. No. 323] (the "***Robbins Declaration***");

ii. *Declaration of Chris Kelly in Support of an Order (I) Approving the Disclosure Statement and (II) Confirming the Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 322] (the "***Kelly Declaration***"); and

iii. *Debtors' Memorandum of Law in Support of an Order (I) Approving the Adequacy of the Disclosure Statement and (II) Confirming the Second Amended Joint Prepackaged Plan of Reorganization* [Dkt. No. 321] (the "***Confirmation Brief***").

WHEREAS, the Court having, among other things:

a. set January 30, 2026, at 4:00 p.m. (ET) as the deadline for filing objections to the adequacy of the Disclosure Statement and/or Confirmation (the "***Objection Deadline***");

b. granted Debtors' request to adjourn the Combined Hearing to February 17, 2026, at 11:30 a.m. (ET) [Dkt. No. 294];

c. entered a Text Order on February 16, 2026, further adjourning the Combined Hearing to February 25, 2026, at 11:30 a.m. (ET);

d. reviewed the Disclosure Statement, the Plan, the other documents in the Solicitation Package; the Plan Supplement, the Confirmation Brief, the Robbins Declaration, the Kelly Declaration, the Solicitation Affidavits, and the Voting Declaration, and all filed pleadings regarding the approval of the Disclosure Statement and Confirmation, including all objections, statements, and reservations of rights;

e. overruled (i) any and all objections, except as otherwise stated or indicated on the record or provided in this Order, and (ii) all statements and reservations of rights not consensually resolved or withdrawn, unless otherwise indicated;

f. held the Combined Hearing on February 25, 2026, at 11:30 a.m. (ET);

g. heard the statements and arguments made at the Combined Hearing; and

h. reviewed and taken judicial notice of all the filed papers and pleadings (including any statement, joinders, reservations of rights and other responses), all orders entered, and all evidence proffered or adduced, and all arguments made at the hearings held before the Court during the pendency of these cases.

NOW, THEREFORE, it appearing that (i) notice of the Combined Hearing and the opportunity for any party in interest to object to the approval of the Disclosure Statement and/or the confirmation of 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 (ii) the legal and factual bases set forth in the documents filed in support of approval of the Disclosure Statement and Confirmation and other evidence presented at the Combined 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.

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusions of Law.

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

B. Jurisdiction, Venue, Core Proceeding.

2. This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Venue of these proceedings and the Chapter 11 Cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order hereon under Article III of the United States Constitution.

C. Eligibility for Relief.

3. The Debtors were and continue to be entities eligible for relief under section 109 of the Bankruptcy Code and they were and continue to be proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

D. Commencement and Joint Administration of the Chapter 11 Cases.

4. On the Petition Date, the Debtors commenced the Chapter 11 Cases. On December 30, 2025, the Court entered the *Order Directing Joint Administration of the Chapter 11 Cases* [Dkt. No. 81] authorizing the joint administration of the Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). 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, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

E. Adequacy of the Disclosure Statement.

5. The Disclosure Statement, together with the exhibits thereto, (i) contain sufficient information of a kind necessary to satisfy the disclosure requirements of applicable nonbankruptcy laws, rules and regulations, including the Securities Act (specifically, the Solicitation was exempt from registration under the Securities Act pursuant to one or more of the exceptions provided thereunder, including Section 4(a)(2) of the Securities Act (an exemption from the registration requirements under Section 5 of the Securities Act for transactions by an issuer not involving a "public offering"[3]) and/or Regulation D thereunder, as well as Regulation S under the Securities Act (a safe harbor from the registration requirements under Section 5 of the Securities Act for offers and sales of securities in transactions outside the United States), state "Blue Sky" laws and/or any similar rules, regulations, or statutes); and (ii) contain "adequate information" as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the

[3] *See* 15 U.S.C. § 77d(a)(2).

Bankruptcy Code. The filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Plan and the Disclosure Statement disclose, conspicuously, in bold font, and in specific language, the claims and acts to be released, exculpated and enjoined, the identity of the Entities that will be subject to the releases exculpation and injunction, thereby satisfying Bankruptcy Rule 3016(c).

F. Solicitation.

6. The Plan was solicited in good faith and in compliance with applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

7. As evidenced by the Voting Declaration, the Solicitation and the transmittal and service of the Solicitation Packages were: (i) timely, adequate, appropriate, and sufficient under the circumstances; and (ii) in compliance with sections 1125(g) and 1126(b) of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the applicable Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "***Local Rules***"), the Scheduling Order, and all applicable nonbankruptcy laws, rules, and regulations. The Solicitation Packages adequately informed the holders of Claims entitled to vote on the Plan of the procedures and deadline for completing and submitting the Ballots.

8. The Debtors served the Combined Hearing Notice on all parties required to be given notice of the Combined Hearing, and all such parties have been provided due, proper, timely, and adequate notice and have had an opportunity to appear and be heard. The Combined Hearing Notice adequately informed all known holders of Claims and Interests of critical facts and dates regarding voting on (if applicable) and objecting to the Plan, the inclusion of release,

exculpation, and injunction provisions in the Plan, and adequately summarized the terms of the Third-Party Release. Every known stakeholder was provided with the opportunity to opt out of the Third-Party Release because the means to do so was included in both the Ballots and the form (the "***Opt Out Form***") that was served on the holders of Claims and Interests in non-voting Classes as part of the Notice of Non-Voting Status and Opt Out Form (the "***Notice of Non-Voting Status***"). No other or further notice is required. The Holders of Claims in the Voting Classes were given a reasonable period of time to vote on the Plan, which was sufficient for such Holders to make an informed voting decision.

G. Tabulation.

9. Class 6a (Second-Out Claims), Class 6b (Amended Term Loan Claims), and Class 7 (Unsecured Funded Debt Claims) are Impaired under the Plan (collectively, the "***Voting Classes***") and the Holders in such Classes had the right to vote to accept or reject the Plan. As evidenced by the Voting Declaration, each Voting Class voted to accept the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code, and no Voting Class voted to reject the Plan. All procedures used to tabulate the votes on the Plan were fair and reasonable, and conducted in good faith and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Scheduling Order.

10. Claims in Class 1 (Priority Non-Tax Claims), Class 2 (Other Secured Claims), Class 3 (ABL Facility Claims), Class 4 (First-Out Revolving Loans Claims), and Class 5 (First-Out Term Loan/Notes Claims) (collectively, the "***Deemed Accepting Classes***") are Unimpaired under the Plan, are deemed to accept the Plan, and are not entitled to vote.

11. Claims or Interests, as applicable, in Class 9 (Intercompany Claims to the extent not Reinstated or otherwise rendered Unimpaired), Class 10 (Intercompany Interests to the extent not Reinstated or otherwise rendered Unimpaired), Class 11 (Existing Equity Interests), and Class 12 (Subordinated Claims) (collectively, the "***Deemed Rejecting Classes***" and together with the Deemed Accepting Classes, the "***Non-Voting Classes***") are Impaired under the Plan, and the Holders of Claims in such Classes are not receiving or retaining any property under the Plan and are thus deemed to have rejected the Plan, and are not entitled to vote.

H. Plan Supplement.

12. On January 23, 2026, the Debtors filed the Initial Plan Supplement. On February 1, 2026 the Debtors filed the Amended Plan Supplement, on February 3, 2026 the Debtors filed the Second Amended Plan Supplement, and on February 6, 2026 the Debtors filed the Third Amended Plan Supplement. The filing of the Plan Supplement (including as amended, supplemented, or otherwise modified from time to time in accordance with the Plan) complies with the terms of the Plan, and the Debtors provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Scheduling Order, and the facts and circumstances of the Chapter 11 Cases. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into, the Plan. No other or further notice is or will be required with respect to the Plan Supplement. Subject to the terms of the Plan and the Restructuring Support Agreement, and only consistent therewith, the Debtors reserve the right to alter, amend, update, or modify any of the documents contained in the Plan Supplement on or before the Effective Date.

I. Modifications to the Plan.

13. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan as reflected in the Plan or set forth in this 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 particular, the economic changes to distributions to Classes 6a and 6b are favorable to Holders of Claims in Class 6b and were affirmatively agreed to pursuant to the CastleKnight Settlement by Holders holding 92.87% in amount of Claims in Class 6a, and, in each case, the applicable Classes voted to overwhelmingly approve the Plan as modified. These modifications are consistent with the disclosures previously made in the Disclosure Statement and Solicitation Package, and notice of these modifications was adequate and appropriate under the facts and circumstances of the Chapter 11 Cases. 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 under section 1126 of the Bankruptcy Code, and they do not require that holders of Claims in the Voting Classes be afforded an opportunity to change previously cast acceptances or rejections of the Plan. No Holder of a Claim who has voted to accept the Plan shall be permitted to change its vote as a consequence of the Plan modifications. 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, and all Holders of Claims or Interests who are conclusively presumed to accept the Plan or are conclusively deemed

to have rejected the Plan are conclusively presumed to accept or deemed to reject, as applicable, the Plan as modified, revised, supplemented or otherwise amended.

J. Objections Overruled.

14. Any resolution or disposition of objections discussed or ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, statements, joinders, informal objections, and reservations of rights are hereby overruled on the merits.

K. Burden of Proof.

15. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Confirmation, or by clear and convincing evidence (to the extent applicable). Each witness who testified on behalf of the Debtors at the Combined Hearing, if any, was credible, reliable, and qualified to testify as to the topics addressed in their testimony.

L. Compliance with the Requirements of Section 1129 of the Bankruptcy Code.

16. The Plan complies with all applicable requirements of section 1129 of the Bankruptcy Code as follows:

a. Section 1129(a)(1) – Compliance of the Plan with Applicable Provisions of the Bankruptcy Code.

17. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

i. Section 1122 and 1123(a)(1) – Proper Classification.

18. The classification of Claims and Interests complies with the requirements of the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for classification of Claims and Interests at each Debtor into Classes based on the differences in the legal nature or priority of such Claims and Interests.[4] Valid business, factual, and legal reasons exist for the separate classification of Claims and Interests under the Plan. The classification was not implemented for any improper purpose and the creation of the various Classes does not result in unfair discrimination among holders of Claims or Interests.

19. In accordance with section 1122(a) of the Bankruptcy Code, each Class contains only Claims or Interests, as applicable, substantially similar to the other Claims or Interests in that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code

ii. Section 1123(a)(2) – Specifications of Unimpaired Classes.

20. Article III of the Plan specifies which Claims are Unimpaired under the Plan. Intercompany Claims and Intercompany Interests are either Unimpaired or Impaired, depending on whether or not they will ultimately be Reinstated. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

[4] In accordance with section 1123(a)(1) of the Bankruptcy Code, there is no requirement to classify Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims, which are Unimpaired and addressed in Article II of the Plan.

iii. Section 1123(a)(3) – Specification of Treatment of Voting Classes.

21. Article III.B of the Plan specifies the treatment of Claims in each Voting Class (Classes 6a, 6b, and 7). Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

iv. Section 1123(a)(4) – No Discrimination.

22. Article III of the Plan provides the same treatment to each Claim or Interest within a particular Class, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

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

23. The Plan and the various documents included in the Plan Supplement provide adequate means for the Plan's implementation, including: (a) the general settlement of Claims and Interests; (b) the restructuring of the Debtors' balance sheet; (c) the consummation of the transactions contemplated by the Plan, the Restructuring Support Agreement, the Restructuring Transactions Memorandum, and other documents filed as part of the Plan Supplement; (d) the issuance of New Common Shares; (e) the consummation of the Equity Rights Offering; (f) the incurrence of exit debt financing in connection with the Exit ABL Facility, the Exit RCF Facility, and the Exit Term Loan Facility; (g) the vesting of the Estates' assets in the Reorganized Debtors; and (h) the execution, delivery, filing, or recording of all contracts, instruments, releases, and other agreements or documents necessary for consummation of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

vi. Section 1123(a)(6) – Non-Voting Equity Securities.

24. The New Organizational Documents provide for no issuance of non-voting securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

vii. Section 1123(a)(7) – Directors, Officers, and Trustees.

25. The manner of selection of any officer, director, or trustee (or any successor to and such officer, director, or trustee) of the Reorganized Debtors shall comply with the Restructuring Support Agreement and the New Organizational Documents, which is consistent with the interests of creditors and equity holders and with public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

b. Section 1123(b) – Discretionary Contents of the Plan

26. The Plan contains various discretionary provisions that are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).

i. Section 1123(b)(1) – Impairment/Unimpairment of Any Class of Claims or Interests

27. Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

ii. Section 1123(b)(2) – Assumption and Rejection of Executory Contracts and Unexpired Leases

28. Article V of the Plan provides for the assumption of the Executory Contracts and Unexpired Leases as of the Effective Date unless any such Executory Contract or Unexpired Lease: (a) was previously assumed, amended and assumed, assumed and assigned, or rejected by

the applicable Debtors; (b) previously expired or was terminated pursuant to its own terms; (c) is the subject of a motion to reject pending on the Effective Date; or (d) is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases. Thus, the Plan satisfies section 1123(b)(2).

iii. Compromise and Settlement

29. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and in consideration for the distributions and other benefits provided under the Plan, the Plan constitutes a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies relating to the contractual, legal, equitable, and subordination rights that Holders of Claims or Interests may have. Such compromise and settlement is the product of extensive arm's-length, good faith negotiations and is fair, equitable, and reasonable and in the best interests of the Debtors, their Estates, and all Holders of Claims or Interests.

iv. Debtor Release

30. The Debtor Release (as defined in the Plan) is (a) given in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors, the Estates, and stakeholders (including all Holders of Claims and Interests); (d) fair, equitable, and reasonable; (e) given and made after notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor Release against any of the Released Parties.

31. The Plan, including the Debtor Release, was negotiated by sophisticated parties represented by able counsel and advisors, including the Consenting Stakeholders; it is the

result of a hard fought and arm's-length negotiation process conducted in good faith. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process, including the Consenting Stakeholders, whose participation in the Chapter 11 Cases is critical to the Debtors' successful emergence from bankruptcy. The Released Parties, including the Consenting Stakeholders, made significant concessions and contributions to the Debtors' restructuring efforts. Specifically, the Released Parties, among other things (as applicable), (i) negotiated the Restructuring Support Agreement and CastleKnight Settlement and the terms of the Plan and the Restructuring Transactions; (ii) provided significant concessions to the Debtors and to each other that made the Plan possible (including consenting to the Plan treatment of their secured claims that allowed satisfaction of all General Unsecured Claims in full); and (iii) provided financial support to the Debtors in the form of (a) consenting to the Debtors' use of cash collateral, (b) funding the DIP Facility, (c) entering into the ERO Backstop Agreement, and (d) providing exit financing.

32. Including the Debtors' directors and officers among the Released Parties is appropriate because the directors and officers share an identity of interest with the Debtors in that they have indemnification Claims against the Debtors, such that a claim against a director or officer is, in effect, a Claim against the Debtors. In addition, the directors and officers made substantial contributions to the success of the Plan and the Chapter 11 Cases.

33. The scope of the Debtor Release is appropriately tailored based on the facts and circumstances of the Chapter 11 Cases because it expressly provides that it does not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any

post-Effective Date obligations of any party or Entity under the Plan, this Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Facility Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

34. The Debtors have determined that pursuit of any released claims or Causes of Action against the Released Parties is not in the best interests of the Estates or the Debtors' stakeholders because the costs involved would likely outweigh any potential benefit from pursuing any such claims or Causes of Action. Holders of Claims entitled to vote have overwhelmingly voted in favor of the Plan, including the Debtor Release. Granting the Debtor Release represents a valid exercise of the Debtors' business judgment. In light of the foregoing, the Debtor Release is appropriate and hereby approved.

v. Release by Holders of Claims and Interests

35. The Third-Party Release (as defined in the Plan) is: (a) consensual; (b) within the jurisdiction of the Court pursuant to 28 U.S.C. § 1334; (c) given in exchange for good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the Claims and Causes of Action released by the Third-Party Release; (e) beneficial to, and in the best interests of, the Debtors, the Estates and stakeholders; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release; (i) appropriately narrow in scope; (j) essential to Confirmation; and (k) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

36. The Third-Party Release is consensual. Creditors who had the right to vote on the Plan were provided with Ballots that gave them the option to check a box to opt out from granting the Third-Party Release, regardless of whether they voted to accept or reject the Plan. Similarly, the members of the Non-Voting Classes were given a similar opportunity to opt out of the Third-Party Release via a form attached to the Notices of Non-Voting Status. The text of the Third-Party Release was printed in bold type in the Disclosure Statement, the Plan, the Ballots, and the Notices of Non-Voting Status. Thus, all parties from whom Third-Party Release were sought received timely, appropriate, conspicuous, and adequate notice of the Third-Party Release, including the explanation that such creditors would be granting such releases if they failed to opt

out by checking the opt-out box. Accordingly, the Third-Party Release was fully consensual and consistent with the Bankruptcy Code and due process.

37. Furthermore, the Third-Party Release is an essential and integral part of the compromises, settlements, and other agreements memorialized in the Plan. Like the Debtor Release, the Third-Party Release was critical in incentivizing the Released Parties to support both the chapter 11 process generally and to participate in the formulation and financing of the Plan. The Third-Party Release was a core negotiation point and instrumental in developing the value-maximizing Plan. As such, the Third-Party Release appropriately offers certain protections to parties who constructively participated in the Debtors' restructuring process.

38. The scope of the Third-Party Release is appropriately narrow and tailored to the facts and circumstances of the Chapter 11 Cases; it expressly does not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, this Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of

a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Facility Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

39. In light of the foregoing, the Third-Party Release is appropriate and is hereby approved.

vi. Exculpation.

40. The exculpation set forth in Article VIII.F of the Plan (the "***Exculpation***") is appropriate 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 in that it is narrowly tailored to protect the Exculpated Parties only from litigation related to acts or omissions in connection with the administration of the Chapter 11 Cases and related transactions and does not protect them from actions determined by a Final Order to have constituted a criminal act, gross negligence, intentional fraud, or willful misconduct. Furthermore, the Exculpation is limited to (i) acts or omissions occurring on or after the Petition Date through the Effective Date and (ii) estate fiduciaries and their advisors.

vii. Injunction.

41. The injunction set forth in Article VIII.G of the Plan (the "***Injunction***") is necessary to implement the Plan as it preserves and enforces the discharge, Debtor Release, the

Third-Party Release, and the Exculpation. The Injunction is appropriately tailored to achieve those purposes.

viii. Preservation of Claims and Causes of Action.

42. Article IV.M of the Plan appropriately provides for the preservation of certain of the Debtors' Causes of Action that are not released or exculpated under the Plan. The Plan, as supplemented by Exhibit G to the Plan Supplement, is sufficiently specific with respect to the Causes of Action to be retained by the Reorganized Debtors, and all parties in interest have been provided adequate notice and meaningful disclosure with respect to the Causes of Action that the Debtors intend to retain. The retention of the Causes of Action under the Plan is appropriate, fair, equitable, reasonable, and in the best interests of the Debtors, their Estates and stakeholders.

c. Section 1123(d) – Cure of Defaults

43. Article V of the Plan provides appropriate terms for the satisfaction of Cure Claims associated with the Executory Contracts and Unexpired Leases to be assumed under the Plan in accordance with section 365(b)(1) of the Bankruptcy Code.

d. Section 1129(a)(2) – Compliance of the Debtors and Others with the Applicable Provisions of the Bankruptcy Code.

44. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128, and Bankruptcy Rules 3017, 3018, and 3019.

e. Section 1129(a)(3) – Good Faith.

45. The Debtors proposed the Plan in good faith, in compliance with the Bankruptcy Code requirements, and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances of the Chapter 11 Cases, the Disclosure Statement, the Plan, and the process leading to the formulation of the Plan and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the Disclosure Statement, and the record of the Chapter 11 Cases, including the record of the Combined Hearing.

46. The Plan (including the documents in the Plan Supplement and all other Definitive Documents) is the product of good faith, arm's-length negotiations by and among the Debtors, the Debtors' directors and officers, the Debtors' key stakeholders, including the Consenting Stakeholders, and their respective professionals. The Plan, which assures the fair treatment of the Holders of Claims or Interests in accordance with their respective legal entitlements, as well as the process leading to its formulation, provide independent evidence of the Debtors' and such other parties' good faith. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

f. Section 1129(a)(4) – Court Approval of Certain Payments as Reasonable.

47. The Plan provides that the Professional Fee Claims will only be paid after they have been Allowed by this Court. The Professionals must file their final requests for payment of their Professional Fee Claims no later than forty-five (45) days after the Effective Date with objections due within twenty-one (21) days after the filing of the final fee application, providing

an adequate period of time for interested parties to review and, if necessary, object to any Professional Fee Claim. The Debtors' ordinary course professionals will be paid in the ordinary course consistent with the *Order (I) Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief* [Dkt. No. 265]. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

g. Section 1129(a)(5)—Disclosure of Directors and Officers and Consistency with the Interests of Creditors and Public Policy.

48. The procedures for appointment of the initial members of the New Boards (including the Reorganized Parent Board) were disclosed in the Plan and the Plan Supplement. The identities of the Reorganized Debtors' directors proposed to serve after the Effective Date will be disclosed in the Plan Supplement, to the extent known, on or prior to the Effective Date. Accordingly, the requirements of section 1129(a)(5) of the Bankruptcy Code have been satisfied.

h. Section 1129(a)(6)—Rate Changes.

49. Section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

i. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests.

50. The liquidation analysis attached as Exhibit D to the Disclosure Statement (the "***Liquidation Analysis***") and the other evidence proffered or adduced at the Combined Hearing are (a) 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; and (c) have not been controverted by other evidence. The Liquidation Analysis establishes that each Holder of an Allowed Claim or Interest will recover as much or more value under the Plan on account of such Claim or Interest than the value such Holder

would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. As a result, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

j. Section 1129(a)(8)— Acceptance of the Plan by Impaired Classes.

51. Section 1129(a)(8) of the Bankruptcy Code requires that each class of claims or interests either accepts the plan or is unimpaired. 11 U.S.C. § 1129(a)(8). Classes 11 and 12 and, in the event that Intercompany Claims and Interests are not Unimpaired, Classes 9 and 10, are Impaired and deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, the Plan does not comply with section 1129(a)(8) of the Bankruptcy Code. The Plan is nonetheless confirmable because, as indicated in further detail below, it satisfies the "cram down" provisions of section 1129(b) of the Bankruptcy Code with respect to each of the rejecting Classes.

k. Section 1129(a)(9)—Treatment of Claims Entitled to Priority.

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

l. Section 1129(a)(10)—Acceptance by at Least One Impaired Class.

53. As set forth in the Voting Declaration, all Voting Classes voted to accept the Plan for each Debtor without including any acceptance of the Plan by any insider (as defined in section 101(31) of the Bankruptcy Code). As such, there is at least one Class of Claims that is

Impaired under the Plan and has accepted the Plan. Therefore, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

m. Section 1129(a)(11)—Feasibility of the Plan.

54. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The financial projections attached to the Disclosure Statement as Exhibit C (the "***Financial Projections***") and the other evidence proffered or adduced at the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; and (c) have not been controverted by other evidence. The Financial Projections establish that (i) the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization, and (ii) the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan and those arising in the ordinary course of business. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

n. Section 1129(a)(12)—Payment of Statutory Fees.

55. Article XII.C of the Plan provides that all fees under 28 U.S.C. § 1930 and any interest thereon under 31 U.S.C. § 3717 (together, the "***Statutory Fees***") outstanding immediately prior to the Effective Date shall be paid by the Debtors in full in Cash on the Effective Date. On and after the Effective Date, the Reorganized Debtors shall be jointly and severally liable for paying any and all Statutory Fees in full in Cash when due in each Chapter 11 Case for each quarter (including any fraction thereof) until the earliest of such Chapter 11 Case being closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code. The Debtors shall file

all monthly operating reports due before the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall file a post-confirmation quarterly report for each Chapter 11 Case for each quarter (including any fraction thereof) such case is pending, using UST Form 11-PCR. To the extent the Disbursing Agent(s) makes any disbursements on behalf of the Debtors, such disbursements shall be reflected on the post-confirmation quarterly reports filed by the Reorganized Debtors in these cases. If the same disbursements have already been included in the post-confirmation quarterly reports, they need not be included again. Notwithstanding anything to the contrary in the Plan, (i) Statutory Fees are Allowed; (ii) the U.S. Trustee shall not be required to file any proof of claim or any other request(s) for payment of the Statutory Fees; and (iii) the U.S. Trustee shall not be treated as providing any release under the Plan.

o. Section 1129(a)(13)—Retiree Benefits.

56. As provided in Article V.D.3 of the Plan, the Reorganized Debtors will continue to pay all obligations on account of retiree benefits (as such term is used in section 1114 of the Bankruptcy Code) on and after the Effective Date in accordance with applicable law. As a result, the requirements of section 1129(a)(13) of the Bankruptcy Code are satisfied.

p. Sections 1129(a)(14), (15), and (16)—Domestic Support Obligations, Individuals, and Nonprofit Corporations.

57. The Debtors are not individuals or nonprofit corporations. Therefore, sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply.

q. Section 1129(b)—Confirmation of the Plan Over Deemed Rejecting Classes.

58. Even though the Plan does not satisfy section 1129(a)(8) of the Bankruptcy Code, it may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code as it satisfies the requirements thereof. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code, other than section 1129(a)(8), have been met. *Second*, the Plan is fair and equitable with respect to the Deemed Rejecting Classes. Specifically, with respect to Class 9 (Intercompany Claims) (to the extent such Claims are not Reinstated), Class 11 (Existing Equity Interests), and Class 12 (Subordinated Claims), no holder of a Claim or Interest that is junior to the Claims or Interests, as applicable, in such Classes will receive or retain any property under the Plan on account of such junior Claim or Interest and no holder of a Claim or Interest in a Class senior to such Classes is receiving more than payment in full on account of its Claim or Interest. To the extent the Interests in Class 10 (Intercompany Interests) are Reinstated or otherwise Unimpaired, such treatment is provided solely for administrative convenience, and not on account of such Interests. *Third*, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Classes because there are no Claims or Interests, as applicable, that would be similarly situated to the Claims and Interests in such Classes. Therefore, the Plan may be confirmed despite the fact that it does not satisfy section 1129(a)(8).

r. Section 1129(c)—Only One Plan.

59. Other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

s. Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes or Section 5 of the Securities Act.

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

t. Section 1129(e)—Not Small Business Cases.

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

u. Good Faith.

62. The Debtors or the Reorganized Debtors, as applicable, the Consenting Creditors (as defined in the Restructuring Support Agreement), and each of their respective affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys, as applicable, have been and are acting 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 the support of the Plan and if they proceed to: (a) consummate the Plan, the Restructuring Transactions, and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed or contemplated by this Order. Such parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

v. Implementation.

63. The evidentiary record demonstrates that the exit capital structure contemplated by the Plan is reasonable and appropriate and sufficient to allow the Reorganized Debtors to fully perform all of their obligations under the Plan and under all assumed agreements. The terms and structure of the Equity Rights Offering, the Exit ABL Facility, the Exit RCF Facility, and the Exit Term Loan Facility, as currently contemplated by the Plan and the Restructuring Support Agreement, are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are supported by reasonably equivalent value and fair consideration, and are in the best interests of the Debtors' Estates and their creditors. The Equity Rights Offering, the Exit ABL Facility, the Exit RCF Facility and the Exit Term Loan Facility are, individually and collectively, an essential element of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan and the operations of the Reorganized Debtors. The Debtors have provided sufficient and adequate notice of the material terms of the Equity Rights Offering, the Exit ABL Facility, the Exit RCF Facility, and the Exit Term Loan Facility, which were filed as part of the Plan Supplement and the final forms of which will be filed upon completion.

64. All documents and agreements necessary to implement the Plan and the transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, the Definitive Documents, the Restructuring Transactions Memorandum and related forms and documentation, have been negotiated in good faith and at arm's length, are in the best interests of the Debtors and their Estates, and shall, upon completion of documentation and

execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law.

II. ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

A. Final Approval of the Disclosure Statement.

65. The Disclosure Statement is approved on a final basis as having adequate information within the meaning of section 1125(a)(1) of the Bankruptcy Code. All objections, statements, joinders, information objections or reservations of rights in respect of the Disclosure Statement, if any, that have not been withdrawn, waived, settled, or otherwise resolved before the Combined Hearing are overruled.

B. Confirmation of the Plan.

66. The Plan attached to this Order as Exhibit A satisfies all applicable provisions of section 1129 of the Bankruptcy Code and is approved in its entirety and confirmed.

C. Binding Effect.

67. As of the Effective Date, the terms of the Plan shall be immediately effective, binding on, and enforceable against, the Debtors, the Reorganized Debtors, any and all Holders of Claims and Interests (irrespective of whether the Holders of such Claims or Interests have, or are deemed to have, accepted the Plan), any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion of any Chapter 11 Case to a case under chapter

7 of the Bankruptcy Code, all Persons and Entities that are parties to or subject to the settlements, compromises, releases, discharges, and injunctions contained in the Plan, each Party or Entity acquiring property under the Plan, any and all non-Debtor parties to the Executory Contracts and Unexpired Leases, as well as each of their respective affiliates, successors, and assigns. Subject to the terms of the Plan, the Debtors shall have the right to alter, amend, update, or modify any Definitive Documents prior to the Effective Date, subject to the applicable consent rights set forth in the Plan and/or the Restructuring Support Agreement.

68. Nothing in this Order or the Plan shall affect the applicable parties' rights to terminate any of the Definitive Documents in accordance with their respective terms, without further notice to or order of the Court. The Debtors and the Reorganized Debtors (as applicable) are authorized to take all actions required, appropriate or desirable to enter into, implement, and consummate each of the Definitive Documents, whether or not included in the Plan Supplement, without the need for any approvals, authorization, or consents, except for those expressly required by the Plan or the Restructuring Support Agreement.

D. Incorporation by Reference.

69. The terms and provisions of the Plan, as well as the terms of the documents contained in the Plan Supplement, all exhibits thereto, and all other documents and instruments executed and delivered in connection with the Plan and the Restructuring Transactions, including the Definitive Documents, are incorporated by reference and are an integral part of this Order. The term "Confirmation Order" as defined in the Plan shall be considered a reference to this Order.

E. Objections

70. All objections to, statements, joinders, informal objections or reservations of rights in respect of the Plan that have not been withdrawn, waived, settled, or otherwise resolved before the Combined Hearing are overruled on the merits and denied.

F. Governmental Approvals Not Required.

71. This Order shall constitute all approvals and consents that are or may be required by the laws, rules, or regulations of any governmental authority with respect to the dissemination, implementation and consummation of the Plan, the other Definitive Documents and any other act referred to in, or contemplated by, the Plan or other Definitive Documents or that may be necessary or appropriate for the implementation or consummation of the Plan or the other Definitive Documents.

G. Continued Corporate Existence and Vesting of Assets.

72. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated therein, including the Restructuring Transactions Memorandum, each Reorganized Debtor and its direct and indirect subsidiaries shall continue to exist after the Effective Date as a separate corporation, limited liability company, limited partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, limited partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which the applicable Debtor is incorporated or formed and pursuant to its bylaws, limited liability company agreement, operating agreement, limited partnership agreement (or other formation documents) in effect prior to the Effective Date, except to the extent such manner of organization

or formation documents are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval of the Court, or any other Entity (other than any requisite filings required under applicable law).

73. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated therein, including the Restructuring Transactions Memorandum, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of each Estate, all Causes of Action (including, without limitation, all Causes of Action identified in the Schedule of Retained Causes of Action), and any property acquired by the Debtors pursuant to the Plan shall vest in the Reorganized Debtors, free and clear of all Liens, Claims, charges, interests, or other encumbrances other than the Liens securing the obligations under the Exit Term Loan Facility, the Exit RCF Facility, the Exit ABL Facility and such other Liens or other encumbrances as may be permitted thereby. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court, or any other Entity and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code.

74. The Plan shall be conclusively deemed to be adequate notice that Liens, Claims, charges, interests, and other encumbrances are being extinguished.

H. The Discharge, Release of Liens, Releases, Injunction, and Exculpation Under the Plan.

75. All release, exculpation, discharge, release of Liens, and injunction provisions in the Plan, including those contained in Article VIII of the Plan, are hereby approved in their entirety and shall be effective and binding on all Persons and Entities without further order or action by this Court.

76. In accordance with the provisions of the Plan, without any further notice to, or action, order, or approval of, the Court, after the Effective Date, the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle (1) all Claims and Interests not previously Allowed (if any) and (2) claims and Causes of Action against other Entities.

a. Discharge of Claims and Termination of Interests

77. Pursuant to section 1141(d) of the Bankruptcy Code and except as otherwise provided in the Plan, this Order, any other Definitive Documents, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, effective as of the Effective Date: (1) the distributions, rights, and treatment that are provided in the Plan for all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on Claims 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, property, or Estates, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action that arose

before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts; (2) the Plan shall bind all Holders of Claims and Interests, notwithstanding whether such Holders failed to vote to accept or reject the Plan or voted to reject the Plan; (3) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under sections 502(g), 502(h), or 502(i) of the Bankruptcy Code; and (4) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred before the Effective Date. This Order shall be a judicial determination, subject to the Effective Date occurring, of the discharge of all Claims and Interests except as otherwise expressly provided in the Plan.

b. Release of Liens

78. **Except as otherwise expressly provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and the effectiveness of the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, and, in the case of**

a Secured Claim, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall automatically revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Reorganized Debtors and each of their successors and assigns in each case, without any further approval or order of the Court and without any action or filing being required to be made by the Debtors or the Reorganized Debtors. Any Holder of such Secured Claim (and the applicable agents for such Holder, including the Agents/Trustees and the DIP Agent) shall be authorized and directed to release any such mortgages, deeds of trust, Liens, pledges, or other security interests and to take such actions (including executing and filing Form UCC-3 termination statements, intellectual property assignments, mortgage or deed of trust releases, or such other forms or release documents in any jurisdiction) as may be requested by the Reorganized Debtors to evidence the release of such mortgages, deeds of trust, Liens, pledges, or other security interests, including the execution, delivery, and filing or recording of any related releases or discharges as may be requested by the Reorganized Debtors or may be required in order to effectuate the foregoing. The Reorganized Debtors (and any of their respective agents, attorneys, or designees) shall be authorized to execute and file on behalf of creditors Form UCC-3 termination statements, intellectual property assignments, mortgage or deed of trust

releases, or such other forms or release documents in any jurisdiction as may be necessary or appropriate to evidence such releases and implement the provisions of Article VIII.C of the Plan, including, for the avoidance of doubt, with respect to the DIP Facility. The presentation or filing of this Order to or with any federal, state, local or non-U.S. agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgages, deeds of trust, Liens, pledges, or other security interests.

79. **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, at the sole cost and expense of the Reorganized Debtors, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors or the Reorganized Debtors, that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.**

c. Debtor Release

80. **Notwithstanding anything contained in the Plan or this Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the**

Effective Date, each Debtor, Estate, and Reorganized Debtor (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any Avoidance Actions and any derivative claims, including those asserted or assertable on behalf of any Debtor, Estate, or Reorganized Debtor), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Debtor, Estate, or Reorganized Debtor and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is

treated in the Plan, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, the CastleKnight Settlement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of 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, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions (the "*Debtor Release*"). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, this Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set

forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the ERO Documents, the Exit ABL Facility Documents, or any Claim or obligation arising under the Plan and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of Holders of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Party, or (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction.

d. Releases by Holders of Claims or Interests

81. **Notwithstanding anything contained in the Plan or this Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Releasing Party[5] (in each case on behalf of itself and its respective**

[5] "*Releasing Parties*" means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, the Intercompany Credit Agreement Agent, the Third-Out Notes Trustee, the Amended Unsecured Notes Trustee, the Amended Term Loan Agent, and Wilmington Fund Savings Society, FSB, in its former capacity as administrative agent and collateral agent under the Amended Term Loan Credit Agreement, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit ABL Facility Parties and Exit RCF Facility Parties, (viii) the ERO Backstop Parties, (ix) the Sponsor, (x) CastleKnight, (xi) each Related Party of each of the foregoing Persons in clauses (i) through (x), (xii) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiii) the Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiv) the Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release, (xv) the Holders of Claims or Interests who are deemed to reject the Plan and who do not

Related Parties[6] who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties[7] from

affirmatively opt out of the Third-Party Release, and (xvi) the Holders of Claims or Interests who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release; *provided* that each Holder of Claims or Interests that is party to or has otherwise signed the Restructuring Support Agreement or CastleKnight Settlement shall not opt out of the Third-Party Release. For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in the Plan are doing so only in their capacity as holders of First-Out Revolving Loans Claims or ABL Facility Claims as of the Petition Date, and any actions taken by the Revolving Credit Lenders in connection with the Plan and the Restructuring Transactions as well as any releases provided in connection with the Plan are only with respect to such lender's interest in the First-Out Revolving Loans Claims or ABL Facility Claims that are now owned or subsequently acquired by the Revolving Credit Lenders. In addition, the provisions of the Plan shall only apply to such trading desk(s), fund(s), account, branch, unit and/or business group(s) that have a beneficial interest in such Claim and shall not apply to any other trading desk(s), fund(s), account, branch, unit and/or business group(s) of the Revolving Credit Lenders, which, so long as they are not acting at the direction of or for the benefit of such Revolving Credit Lender or such Revolving Credit Lender's investment in the Debtor, will not be considered "Releasing Parties" under the Plan.

[6] "*Related Parties*" means, collectively, with respect to any Entity, in each case solely in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, shareholders, investment committee members, special committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, fiduciaries, 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, other representatives, restructuring advisors, and other professionals and advisors, and any such person's or Entity's respective predecessors, successors, assigns, heirs, executors, estates, and nominees; provided, however, for the avoidance of doubt, any Affiliates of any Revolving Credit Lender, or any funds or accounts managed by BlackRock Financial Management, Inc., BlackRock Advisors, LLC, BlackRock Fund Advisors, BlackRock Capital Investment Advisors, LLC or their Related Parties (collectively, the "***BlackRock Creditors***"), that are signatories to the Restructuring Support Agreement (which, for purposes of this proviso, shall include any separate trading desk, fund, account, branch unit and/or business group of a Revolving Credit Lender or a BlackRock Creditor) shall not be deemed to be a Related Party of such Revolving Credit Lender or such BlackRock Creditor or a Revolving Credit Lender or a BlackRock Creditor itself, unless such Affiliate has itself submitted a Ballot or specifically authorized a third party to submit a Ballot on its behalf.

[7] "*Released Parties*" means, collectively, and in each case solely in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, the Intercompany Credit Agreement Agent, the Third-Out Notes Trustee, the Amended Unsecured Notes Trustee, the Amended Term Loan Agent, and Wilmington Fund Savings Society, FSB, in its former capacity as administrative agent and collateral agent under the Amended Term Loan Credit Agreement, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit RCF Facility Parties, (viii) the Exit ABL Facility Parties, (ix) the ERO Backstop Parties, (x) the Sponsor, (xi) CastleKnight, and

any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring or the Chapter 11 Cases, the business or contractual arrangements or interactions between any Debtor, or

(xii) each Related Party of each of the foregoing Persons in clauses (i) through (xi); *provided*, *however*, that any Holder of a Claim or Interest that (x) files an objection to the Plan, (y) opts out of the Third-Party Release, or (z) is listed in the Schedule of Retained Causes of Action, as applicable, shall not be a "Released Party"; *provided further*, *however*, that notwithstanding the preceding proviso, any Holder of a Claim or Interest that is party to or has otherwise signed the Restructuring Support Agreement or the CastleKnight Settlement shall be a Released Party and Releasing Party for all purposes under the Plan.

Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, the CastleKnight Settlement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Plan Supplement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of 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, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (the "*Third-Party Release*", and together with the Debtor Release, the "*Releases*"). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, this Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL

Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Facility Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

e. Exculpation.

82. **Except as otherwise provided in the Plan or this Order, to the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any claim or Cause of Action based on any act or omission occurring on or after the Petition Date through the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the Restructuring Support Agreement, the CastleKnight Settlement, the Restructuring, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO**

Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Definitive Documents, the Plan Supplement, the Plan and related agreements, instruments, and other documents, or the solicitation of votes for, or confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, or the transactions in furtherance of any of the foregoing, other than (a) Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes gross negligence, intentional fraud or willful misconduct as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities, (b) rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the CastleKnight Settlement, including the Restructuring Support Agreement, and the obligations contemplated thereunder, or (c) breach of such Exculpated Party's obligations under any Definitive Document. This Order shall include a determination that the Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code and have participated in good faith with regard to the solicitation of securities pursuant to the Plan and, therefore, are not liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan. This exculpation is in addition to, and not in limitation of, all other

releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

f. Injunction.

83. **Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or this Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action or liabilities that have been released, discharged, or are subject to exculpation hereunder are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the respective property or estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with**

respect to any such claims or interests or Causes of Action or liabilities unless such Entity has timely asserted such setoff, subrogation, or recoupment right in a document filed with the Court explicitly preserving such right; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities released or settled pursuant to the Plan.

84. **By accepting distributions under the Plan, each Holder of an Allowed Claim or Interest extinguished, discharged, exculpated or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunction set forth above.**

85. **The injunction set forth above shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties, and their respective property and interests in property. No Person or Entity (including any Person or Entity that has elected to opt out of the Third-Party Release) may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to subject to Article VIII of the Plan, without the Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action is not subject to the Releases or exculpation provision, as applicable, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action.**

g. Reservation of Rights.

86. Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or this Order, no provision shall (i) preclude the United States Securities and Exchange Commission ("***SEC***") from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceeding or investigations against any non-debtor person or non-debtor entity in any forum; *provided*, however, that nothing in this paragraph shall modify any applicable protections provided for in 11 U.S.C. §1125(e).

I. Preservation of Causes of Action.

87. Unless any Causes of Action against any Entity are expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors or Reorganized Debtors, as applicable, 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 described or enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released or exculpated pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

88. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Person or 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 or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any person or Entity.** Unless any Cause of Action against a Person or Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Court, 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 all Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

89. In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided in the Plan, any Causes of Action that a Debtor may have against any Person or Entity shall vest in the applicable Reorganized Debtor. 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 Court, except to the extent otherwise required by Federal Rule of Civil Procedure 23.1(c) pursuant to Bankruptcy Rule 7023.1. For the avoidance

of doubt, in no instance will any Cause of Action preserved pursuant to paragraphs 87 through 89 of this Order include any claim or Cause of Action with respect to, or against, a Released Party or Exculpated Party.

J. Professional Compensation.

90. All final requests for payment of Professional Fee Claims incurred prior to the Effective Date must be filed with the Court and served on the Reorganized Debtors, the U.S. Trustee, the Committee, if any, and all other parties that have requested notice in these Chapter 11 Cases by no later than 45 days after the Effective Date, unless the Reorganized Debtors agree otherwise in writing. Objections to Professional Fee Claims must be filed with the Court and served on the Reorganized Debtors and the applicable Professional within 21 days after the filing of the final fee application with respect to the applicable professional fees. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Court and, once approved by the Court, shall be promptly paid in full in Cash from the Professional Fee Escrow Account; provided, however, that if the funds in the Professional Fee Escrow Account are insufficient to pay in full all Allowed Professional Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of the Plan. Following the Effective Date, any provision of the Administrative Fee Order requiring Professionals to file an interim fee application shall be waived.

91. For the avoidance of doubt, the immediately preceding paragraph shall not affect any professional-service Entity that is permitted to receive, and the Debtors are permitted to pay without seeking further authority from the Court, compensation for services and reimbursement of expenses in the ordinary course of the Debtors' businesses (and in accordance with any relevant prior order of the Court authorizing the payment of professionals providing ordinary course services), which payments may continue notwithstanding the occurrence of Confirmation and Consummation.

92. Each Professional shall, in good faith, estimate its unpaid Professional Fee Claims as of the Effective Date and deliver its estimate to the Debtors' counsel no later than three (3) Business Days before the anticipated Effective Date. No Professional's estimate shall be deemed a limit on the amount of its Professional Fee Claims that is ultimately Allowed. If a Professional does not provide an estimate, the Debtors may themselves estimate the unpaid and unbilled fees and expenses of such Professional as of the anticipated Effective Date for purposes of funding the Professional Fee Escrow Account.

93. No later than the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund the Professional Fee Escrow Account in an amount in Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders. No Liens, claims, interests, or other encumbrances shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. The funds held in the

Professional Fee Escrow Account shall not be property of the Debtors, their Estates, the Reorganized Debtors, or any of their respective Affiliates. Any funds remaining in the Professional Fee Escrow Account after all final applications for Professional Fee Claims have been resolved by Final Order and all Allowed Professional Fee Claims have been irrevocably paid in Cash, shall revert to the Reorganized Debtors.

K. Notice of Subsequent Pleadings.

94. Except as otherwise provided in the Plan or in this Order, notice of all pleadings filed in the Chapter 11 Cases after the Effective Date shall be limited to the following parties: (a) the U.S. Trustee; (b) counsel to the Ad Hoc Group; (c) counsel to CastleKnight; (d) any party that has filed a renewed request for notice under Bankruptcy Rule 2002, and (e) any party known to be directly affected by the relief sought by such pleadings.

L. Retention of Jurisdiction.

95. This Court retains jurisdiction over all matters arising out of or related to the Chapter 11 Cases and the Plan, including, without limitation, all matters set forth in Article XI of the Plan.

96. Notwithstanding anything in the Plan to the contrary, the Debtors or Reorganized Debtors, as applicable, reserve the right to seek adjudication by the Bankruptcy Court of any Claim that has not been allowed prior to the Effective Date.

M. Reporting.

97. After the Effective Date, the Reorganized Debtors shall continue filing a quarterly report in each Chapter 11 Case, using UST Form 11-PCR, for each quarter (including any fraction thereof) until such case is closed or dismissed.

N. Effectiveness of Actions and Authorization.

98. The Debtors and Reorganized Debtors, as applicable, are authorized from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document or take any action necessary or appropriate to implement the transactions set forth in the Plan or the Restructuring Transactions Memorandum, including, among other things, any merger, transfer, liquidation, or consolidation of any of the Debtors or their non-Debtor subsidiaries.

99. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan, including all actions pursuant to, in accordance with, or in connection with any other Definitive Documents, shall be effective on, before, and after the Effective Date without further application to, or order of the Court, or further action by the Debtors and/or the Reorganized Debtors with the same effect as if such actions were taken by unanimous action of the Debtors' or Reorganized Debtors' officers, directors, managers, members, or stockholders, as applicable. No action of the Debtors' or Reorganized Debtors' boards of directors or managers, as applicable, shall be required to authorize the Debtors or Reorganized Debtors, as applicable, to enter into, execute and deliver, adopt or amend, as the case may be, any Definitive Document, and following the Effective Date, each such document shall be a legal, valid, and binding obligation of the

Debtors or Reorganized Debtors, as applicable, enforceable against them in accordance with the respective terms thereof.

100. The Debtors and the Reorganized Debtors, as the case may be, and, to the extent necessary, third parties (including the Agents/Trustees and the DIP Agent) (and each of their respective successors and assigns), and their respective directors, officers, members, agents, attorneys, financial advisors, and investment bankers are (irrespective of any existing contractual requirements to obtain instructions binding on such parties) authorized, empowered and directed from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any Definitive Document and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan in accordance with its terms, or take any or all steps or corporate actions authorized to be taken pursuant to the Plan whether or not specifically referred to in the Plan without further order of the Court.

101. To the extent applicable, any or all Definitive Documents shall be accepted upon presentment by every state filing or recording office for filing or recordation, as applicable, in accordance with applicable law.

O. Restructuring Transactions.

102. Prior to, on, or after the Effective Date, subject to and consistent with the terms of their obligations under the Plan, the Restructuring Support Agreement, the CastleKnight Settlement, and the ERO Backstop Agreement (pursuant to the ERO Backstop Order) (in each case, including any consent rights set forth therein), the Debtors and Reorganized Debtors, as applicable, shall be authorized to enter into such transactions and take such other actions as may

be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Plan, and as set forth in and consistent with the Restructuring Transactions Memorandum, including: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan, the Restructuring Support Agreement, and other applicable Definitive Documents, and that satisfy the requirements of applicable law; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, the Restructuring Support Agreement, and other applicable Definitive Documents; (3) the filing of appropriate certificates of incorporation, merger, migration, conversion, consolidation, or other organizational documents with the appropriate governmental authorities pursuant to applicable law; (4) the implementation of the Equity Rights Offering pursuant to the terms and conditions set forth in the ERO Backstop Agreement (pursuant to the ERO Backstop Order), ERO Procedures and any other ERO Documents; (5) the execution and delivery of the New Organizational Documents and the issuance, distribution, reservation, or dilution, as applicable, of the New Common Shares; (6) the execution and delivery of the Exit Term Loan Facility Documents, Exit RCF Facility Documents, ERO Documents, and Exit ABL Facility Documents; (7) implementation of the Management Incentive Plan; and (8) all other actions that the Reorganized Debtors determine are necessary or appropriate; provided that such other actions are consistent with the terms of the Plan, the Restructuring Support Agreement, and the other applicable Definitive Documents.

103. Without limiting the foregoing, the Reorganized Debtors are hereby authorized to, whether on or after the Effective Date, merge or consolidate any of the Reorganized Debtors into, or to distribute any or all of their assets to, any other of the Reorganized Debtors (or any direct or indirect corporate parent of a Reorganized Debtor) or to convert any of the Reorganized Debtors that are corporations into limited liability companies or vice versa (including in a manner that results in a change to such Reorganized Debtor's U.S. federal income tax classification), or effectuate any similar internal corporate reorganizations, as may be appropriate to effectuate the Restructuring Transactions, *provided, that*, with respect to any such merger, consolidation, distribution, conversion, or similar internal corporate reorganization that would otherwise cause a "change of control" or "change of ownership" or similar event with respect to any Reorganized Debtor or its assets under any contract, lease, license, permit, or similar agreement or law or rule to which such Reorganized Debtor or its assets may be subject, such action shall hereby not be deemed to constitute a "change of control" or "change of ownership" or other similar event thereunder nor shall it trigger or be deemed to trigger any such events, acceleration of rights, terminations, or similar events.

104. This Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions that may be necessary or appropriate to effect any Restructuring Transaction, including, without limitation, the items described above.

105. Prior to or on the Effective Date, the Reorganized Debtors and the other applicable parties shall enter into the Exit Term Loan Facility Documents, the Exit RCF Facility

Documents, and the Exit ABL Facility Documents (collectively, the "***Exit Facilities Documents***"). The Exit Facilities Documents filed in the Plan Supplement (as they may be altered, amended, updated, or modified in accordance with the terms of the Restructuring Support Agreement and the Plan to ensure they are in form and substance acceptable to the requisite parties contemplated by the Restructuring Support Agreement and the Plan) and all related forms, agreements, and notices are hereby approved. The Reorganized Debtors' entry into and performance under the Exit Facilities Documents shall be deemed a reasonable exercise of their business judgment.

106. This Order shall constitute approval of (a) the Exit Term Loan Facility and the Exit Term Loan Facility Documents, (b) the Exit RCF Facility and the Exit RCF Facility Documents, and (c) the Exit ABL Facility and the Exit ABL Facility Documents (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith) to the extent not approved by the Court earlier, and the Reorganized Debtors shall be authorized to execute and deliver all documents, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, necessary or appropriate to incur loans under the Exit Term Loan Facility, the Exit RCF Facility and the Exit ABL Facility without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval, subject to (a) such modifications as the Reorganized Debtors and the Exit Term Loan Parties may mutually agree to be necessary to consummate the Exit Term Loan Facility, (b) such modifications as the Reorganized Debtors and the Exit RCF Facility Parties may mutually agree to be necessary to

consummate the Exit RCF Facility and (c) such modifications as the Reorganized Debtors and the Exit ABL Facility Parties may mutually agree to be necessary to consummate the Exit ABL Facility.

107. Each of the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents shall constitute legal, valid, binding and authorized joint and several obligations of the applicable Reorganized Debtors, enforceable in accordance with their respective terms, and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (whether equitable, contractual or otherwise) for any purposes whatsoever under applicable law, the Plan or this Order, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. The financial accommodations to be extended pursuant to the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

108. On the Effective Date, all Liens and security interests granted pursuant to, or in connection with the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, or the Exit ABL Facility Documents, as applicable, shall (i) be deemed approved, (ii) be valid, binding, perfected, non-avoidable and enforceable Liens on and security interests in the property described in the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, or the Exit ABL Facility Documents, as applicable, with the priorities established in respect thereof under applicable non-bankruptcy law and any applicable intercreditor agreements, without the need for

the taking of any further filing, recordation, approval, consent or other action, and be subject only to such Liens as may be permitted under the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, or the Exit ABL Facility Documents, as applicable, and (iii) not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (whether equitable, contractual or otherwise) for any purpose whatsoever under any applicable law, the Plan, or this Order and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law.

109. The Reorganized Debtors and the persons granted Liens and security interests under the Exit Term Loan Facility, the Exit RCF Facility or the Exit ABL Facility are 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 applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Order (it being understood that perfection shall occur automatically by virtue of the entry of this Order without the need for any filings, recordings, or consents) 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.

110. Subject to the terms of the Plan and the other Definitive Documents, the Debtors are authorized to take any and all actions necessary to consummate the Equity Rights Offering in accordance with the Plan, the ERO Documents, the ERO Backstop Agreement, and the Restructuring Transactions Memorandum. The ERO Documents filed in the Chapter 11 Cases

(which may be amended or supplemented in accordance with their respective terms) and all related forms, agreements, and notices are hereby approved. The consummation of the Equity Rights Offering shall be deemed a reasonable exercise of the Reorganized Debtors' business judgment.

111. On the Effective Date, the Reorganized Debtors shall issue New Common Shares, including the ERO Backstop Premium Shares, in accordance with the Plan, the ERO Documents, the ERO Backstop Agreement, and the Restructuring Transactions Memorandum. All provisions in the Plan relating to the New Common Shares are approved and binding on all applicable parties.

112. The terms of the New Organizational Documents, as may be amended restated, amended and restated, supplemented or modified on or before the Effective Date consistent with the Plan and the Restructuring Support Agreement are approved in all respects. 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 the 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 New Organizational Documents. On the Effective Date, without any further action by this 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 New Organizational Documents and all related documents to which such Reorganized Debtor is contemplated to be a party on the Effective Date.

P. Restructuring Expenses.

113. The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth in the Restructuring Support Agreement, ERO Backstop Agreement (pursuant to the ERO Backstop Order), and the CastleKnight Settlement, without the requirement to file a fee application with the Court or for Court review and approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses (it being understood that any difference in (a) estimated Restructuring Expenses on and including the Effective Date as compared to (b) Restructuring Expenses actually incurred on and including the Effective Date shall be reconciled following the submission of a final invoice by the relevant Entity following the Effective Date); *provided further* that the Debtors shall provide parties entitled to payment of Restructuring Expenses notice (email to counsel being sufficient) of the Effective Date at least five (5) days' prior to the anticipated occurrence thereof. In addition, on and after the Effective Date, the Reorganized Debtors shall continue to pay, when due and payable in the ordinary course, pre- and post-Effective Date Restructuring Expenses relating to implementation of the Plan and Consummation thereof without any requirement for review or approval by the Court or for any party to file a fee application with the Court, but subject to the terms of any applicable engagement or fee letter. For the avoidance

of doubt, CastleKnight shall not be entitled to any recovery on account of fees other than as Restructuring Expenses as provided for in the Plan.

Q. Injunctions and Automatic Stay.

114. Unless otherwise provided in the Plan or this 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 Court and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Order) shall remain in full force and effect until the Effective Date. If applicable nonbankruptcy law, an order entered in a non-bankruptcy proceeding, or an agreement fixes a period within which any Debtor may file any pleading, demand, notice, or proof of claim or loss, cure a default, or perform any other similar act, and such period had not expired before the Petition Date, the applicable Debtor may file, cure, or perform, as the case may be, before the later of (a) the end of such period, including any suspension of such period occurring on or after the Petition Date, or (b) 30 days after the Effective Date. All injunctions or stays contained in the Plan or this Order shall remain in full force and effect in accordance with their terms.

R. Cancellation of Loans, Securities, and Agreements.

115. On the Effective Date (except as otherwise provided in the Plan, this Order, the Restructuring Support Agreement, the ERO Documents, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Exit ABL Facility Documents, and any agreement, instrument or other document entered into in connection with or pursuant to the Plan), (1) all credit agreements, security agreements, indentures, guarantees, equity securities, shares, equity awards, purchase rights, options, warrants, intercreditor agreements, notes, instruments,

certificates, and other documents evidencing indebtedness or ownership of the Debtors giving rise to Claims or Interests (except, in each case, those that give rise to Claims or Interests that are Reinstated under the Plan) shall be cancelled and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full, and the Agents/Trustees and the DIP Agent shall be released from all duties thereunder without any need for further action or approval of the Court, or any holder thereof or any other person or Entity and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligation of or ownership interest in the Debtors that are specifically Reinstated pursuant to the Plan) shall be deemed satisfied in full, cancelled, released, and discharged without any need for further action or approval of the Court, or any holder thereof or any other person or Entity. The Agents/Trustees and the DIP Agent shall be deemed to have received any necessary direction for them to effectuate the terms of the Plan.

116. Notwithstanding Confirmation or the occurrence of the Effective Date, any document described in the immediately preceding paragraph that governs the rights of the Holders of Claims or Interests shall continue in effect solely for purposes of (a) enabling Holders of Allowed Claims and Allowed Interests to receive and accept distributions under the Plan as provided therein, and to take other actions required or permitted under the Plan on account of

Allowed Claims; (b) governing the contractual rights and obligations among the Agents/Trustees or DIP Agent and the lenders or holders party thereto (including, without limitation, indemnification, contribution, expense reimbursement, distribution provisions, and any charging liens); (c) permitting the Agents/Trustees and the DIP Agent to perform any functions that are necessary to effectuate the immediately foregoing, including appearing and being heard in the Chapter 11 Cases or in any other court or proceeding in the Court relating to the First-Out/Second-Out Credit Agreement, the First-Out Notes Documents, the Third-Out Notes Documents, the Amended Unsecured Notes Indenture, the Amended Term Loan Credit Facility Documents, or the ABL Facility Credit Agreement, as applicable, and in furtherance of the foregoing; (d) permitting the Agents/Trustees and the DIP Agent to enforce any rights or obligations owed to them under the Plan, this Order, or other documents incorporated therein, including allowing the Agents/Trustees and the DIP Agent to submit invoices for any amount and enforce any obligation owed to them under the Plan to the extent authorized or allowed by the applicable documents; (e) permitting the Agents/Trustees and the DIP Agent to take any action and execute any documents necessary to terminate, cancel, extinguish, and/or evidence the release of any and all Liens and other security interests with respect to the ABL Facility Claims, First-Out Claims, the Second-Out Claims, the Second-Out Deficiency Claims, the Third-Out Claims, the Amended Term Loan Claims, the Intercompany Credit Agreement Claims, or the DIP Claims, including, without limitation, the preparation and filing, in form, substance, and content reasonably acceptable to the applicable Agents/Trustees or DIP Agent, of any and all documents necessary to terminate, satisfy, or release any Liens and other security interests held by the applicable Agents/Trustees or DIP

Agent, including UCC-3 termination statements; (f) permitting the Agents/Trustees and the DIP Agent to appear in the Chapter 11 Cases or in any proceeding of the Court or any other court in furtherance of the foregoing; (g) allowing and preserving the rights of the Agents/Trustees to (1) receive compensation or reimbursement, solely to the extent provided for in the Plan, for reasonable fees and expenses incurred in connection with the implementation, consummation, and defense of the Plan or this Order and (2) preserve, maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or subrogation, or any other claim or entitlement that the Agents/Trustees may have under the Plan; (h) permitting the Reorganized Debtors and any other Disbursing Agent, as applicable, to make distributions on account of the applicable Claims and/or Interests, as applicable; and (i) furthering any other purpose set forth in the Restructuring Support Agreement or the Plan, including the issuance of New Common Shares.

117. For the avoidance of doubt, on and after the final distribution on account of the Notes Claims in accordance with Article VI of the Plan, or notice from the Debtors or Reorganized Debtors, as applicable, that there will be no further distribution on account of the foregoing, (i) the First-Out Notes, Third-Out Notes, or Amended Unsecured Notes, as applicable, shall thereafter be deemed to be null, void, and worthless, and (ii) at the request of the First-Out Notes Trustee, Third-Out Notes Trustee, or Amended Unsecured Notes Trustee, as applicable, DTC shall take down the relevant position relating to the First-Out Notes, Third-Out Notes, or Amended Unsecured Notes, as applicable, without any requirement of indemnification or security

on the part of the Debtors, the Reorganized Debtors, the First-Out Notes Trustee, the Third-Out Notes Trustee, or Amended Unsecured Notes Trustee, as applicable, or any other party.

118. If the record holder of any First-Out Notes, Third-Out Notes or Amended Unsecured Notes is DTC or its nominee or another securities depository or custodian thereof, and such First-Out Notes, Third-Out Notes, or Amended Unsecured Notes are represented by a global security held by or on behalf of DTC or such other securities depository of custodian, then each such holder of the First-Out Notes, Third-Out Notes, or Amended Unsecured Notes shall be deemed to have surrendered such holder's note, debenture, or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

119. Upon the payment in full or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the Holder of such Allowed Other Secured Claim shall deliver to the Reorganized Debtors any collateral or other property of a Debtor held by such Holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its satisfied Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or *lis pendens*, or similar interests or documents.

S. CastleKnight Settlement.

120. The CastleKnight Settlement constitutes a good faith compromise and settlement of all Claims, Causes of Action, disputes, and controversies released, settled, compromised, or otherwise resolved between the Debtors, CastleKnight, and the Ad Hoc Group. The CastleKnight Settlement is fair, equitable, and reasonable and in the best interest of the

Debtors, their Estates, and Holders of Claims and Interests. The CastleKnight Settlement, which was approved in connection with entry of the Final DIP Order, is hereby reaffirmed.

T. Provision Regarding 3945 Fiscal Partners, LLC.

121. Notwithstanding anything herein or the Plan to the contrary, all rights of setoff and recoupment of 3945 Fiscal Partners, LLC ("***3945 Landlord***") related to that certain Lease Agreement, dated September 18, 2015 between 3945 Landlord and United Site Services of Florida, Inc., as the same may have been amended or extended, are fully preserved, including without limitation any such rights with respect to any security deposit held by 3945 Landlord.

U. Provision Regarding Terreno Fee Ana LLC

122. Notwithstanding anything to the contrary in the Plan or this Order, by assuming the lease for the property located at 1160 North Fee Ana Street, Anaheim, CA 92807 (the "***Anaheim Lease***") in accordance with the Plan or otherwise, the Debtors or the Reorganized Debtors, as applicable, acknowledge that they are responsible for satisfying all obligations that come due under the Anaheim Lease after it is assumed, regardless of whether such obligations accrued before or after the Effective Date, including, without limitation: (a) ongoing tax obligations; (b) common maintenance area adjustments; (c) other accrued but unbilled charges under the Anaheim Lease; and (d) any insurance and indemnification obligations under the Anaheim Lease, including any contractual obligations to indemnify and hold the counterparty to the Anaheim Lease harmless, including (i) with regard to events that occurred before assumption but were not known to the Anaheim Lease counterparty as of the date of the assumption; (ii) claims for personal injury that occurred at the leased premises relating to the Anaheim Lease, and (iii)

damage and destruction to such leased premises or property by the Debtors or its agents; provided that, the Debtor's and Reorganized Debtors' rights and defenses under applicable non-bankruptcy law are fully preserved.

V. Provision Regarding Chubb.

123. Notwithstanding anything to contrary in the Definitive Documents, the Plan Supplement, any other documents related to any of the foregoing, or any other order of the Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Court jurisdiction, or requires a party to opt out of any releases), and as a supplement to Article V.D.1. of the Plan: (1) each of those Insurance Policies issued by ACE American Insurance Company and/or any of its affiliates or any predecessors of the foregoing (collectively, the "***Chubb Companies***" and such Insurance Policies, collectively, the "***Chubb Insurance Program***") shall be treated as Executory Contracts under the Plan such that, on the Effective Date, the Debtors shall be deemed to have assumed and (if applicable) assigned all Insurance Policies in their entities to the Reorganized Debtors pursuant to sections 105 and 365 of the Bankruptcy Code; (2) on the Effective Date, the Reorganized Debtors shall become and remain jointly and severally liable in full dollars for all of their and the Debtors' obligations under the Chubb Insurance Program regardless of whether such obligations arise before or after the Effective Date and without the requirement or need for any of the Chubb Companies to file or serve a proof of Claim, an Administrative Claim, a Cure Claim, or an objection to a Cure amount; (3) nothing shall alter, amend or otherwise modify the terms and conditions of the Chubb Insurance Program, and any rights and obligations thereunder shall be

determined in accordance with the terms thereof and applicable non-bankruptcy law; (4) except as expressly set forth in clause (1) of this paragraph, nothing shall permit or otherwise effectuate a sale, assignment or other transfer of the Chubb Insurance Program and/or any rights, benefits, claims, proceeds, rights to payment, or recoveries under and/or relating to the Chubb Insurance Program without the prior express written consent of the Chubb Companies; (5) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII of the Plan (or any corresponding paragraph of this Order), if and to the extent applicable, shall be deemed lifted without further order of the Court, solely to permit, with respect to the Chubb Insurance Program: (a) claimants with valid direct action claims against the Chubb Companies under applicable non-bankruptcy law to proceed with their claims and (b) the Chubb Companies to cancel any part of the Chubb Insurance Program, and to take other actions relating thereto (including effectuating a setoff), to the extent permitted by such Insurance Policy and applicable non-bankruptcy law; and (6) the last sentence of (i) Article VIII.G. of the Plan and (ii) paragraph 85 of this Order shall not apply to any claims asserted under or in connection with the Chubb Insurance Program.

W. Provision Regarding Atlantic Specialty Insurance Company

124. Notwithstanding any other provisions of the Plan, Plan Supplement, this Order or any other Order of the Bankruptcy Court, on the Effective Date, any rights and obligations, including, without limitation, trust and/or subrogation rights, arising under (i) any surety bonds issued by Atlantic Specialty Insurance Company (the "***Surety***") on behalf of the Debtors (collectively, the "***Surety Bonds***" and each, individually, a "***Surety Bond***"); (ii) any indemnity agreements and/or related agreements, including, without limitation, agreements

regarding collateral with the Surety (collectively, the "***Indemnity Agreements***" and each, individually, an "***Indemnity Agreement***"); (iii) any Surety collateral, including, without limitation, cash, letters of credit, and/or the proceeds of any such collateral (the "***Surety Collateral***"); and (iv) any Surety agreements governing Surety Collateral; (items (i), (ii), (iii), and (iv) collectively, the "***Surety Bond Agreements***") shall be deemed reaffirmed and ratified by the applicable Reorganized Debtors, shall continue in full force and effect, and the rights, claims and obligations thereunder, including, without limitation, trust and/or subrogation rights, shall not be altered, modified, discharged, enjoined, impaired or released by the Plan, or this Order. For the avoidance of doubt, nothing in the Plan or this Order or any Order entered in the Chapter 11 Cases, including, without limitation, any exculpation, release, injunction, exclusions and discharge provision of the Plan contained in Article VIII of the Plan or otherwise, shall bar, alter, limit, impair, release, modify or enjoin any rights, claims, and obligations, including, without limitation, trust and/or subrogation rights under the Surety Bond Agreements or applicable law. Article VI.J.1 of the Plan shall not apply to any Claim to which a surety may be subrogated under the Surety Bonds. Without the requirement of any action by the Surety, the Surety is deemed to have opted out of the third-party release provisions of the Plan. For the avoidance of doubt, the Surety is neither a Releasing Party nor a Released Party under the Plan. Solely to the extent any of the Surety Bond Agreements are deemed to be one or more executory contracts, any such agreements are assumed by the Debtors and Reorganized Debtors pursuant to section 365 of the Bankruptcy Code upon the Effective Date with the consent of the Surety. If on and after the Effective Date any one of the Surety Bond Agreements cease to be in effect solely as a result of a determination by a court of

competent jurisdiction that such agreements are non-assumable under applicable bankruptcy law, any such Surety Bond Agreements shall be deemed reinstated or ratified on the terms of such Surety Bond Agreement that existed immediately prior to the Effective Date. Nothing in the Plan, Plan Supplement, this Order or any Order entered in the Chapter 11 Cases shall impair the Surety's rights against any non-Debtor, or any non-Debtor's rights against the Surety, including under any Surety Bond Agreement. The rights and claims of the Surety are unimpaired in accordance with section 1124(1) of the Bankruptcy Code.

125. Notwithstanding any other provision of the Plan, Plan Supplement, this Order, or Order entered in the Debtors' bankruptcy cases, any Surety Collateral shall remain in place to secure any obligations under any Surety Bond Agreement in accordance with the terms of such agreements. At any time after the Effective Date, to the extent permitted by law, the Surety may apply its respective Surety Collateral or the proceeds therefrom to payment or reimbursement of any and all premiums, losses, expenses, including, without limitation, attorneys' fees, solely to the extent the applicable Surety Bond Agreement allows such Surety to satisfy such fees from the applicable Surety Collateral or the proceeds therefrom.

X. Provision Regarding Texas Taxing Authorities

126. Notwithstanding anything to the contrary in the Plan, any Plan Supplement, or this Order, any Allowed Other Secured Claim of the Texas Taxing Authorities[8] (the "***Texas Tax Claims***") shall be paid in full on the later of (i) 10 days after the Effective Date or (ii) in the

[8] The term "Texas Taxing Authorities" is defined as all ad valorem taxing jurisdictions represented by the firms of Linebarger Goggan Blair and Sampson, LLP; McCreary Veselka, Bragg & Allen, PC; and Perdue Brandon Fielder Collins and Mott LLP.

ordinary course, including post-petition interest properly charged under applicable non-bankruptcy law through the date of payment, to the extent Texas tax law provides for interest with respect to any portion of the Texas Tax Claims; provided that, the Debtors' and Reorganized Debtors', as applicable, defenses and rights to object to the Texas Tax Claims or to the inclusion of such interest are fully preserved. The Texas Taxing Authorities shall retain their pre- and postpetition tax liens, if any, (the "***Tax Liens***") on the Debtors' assets located within their applicable taxing jurisdiction until the applicable taxes are paid in full. The Tax Liens shall not be primed or subordinated by any exit financing approved by the Court in conjunction with confirmation of the Plan, solely to the extent the Texas Taxing Authorities' liens (i) arose in the ordinary course of business pursuant to applicable non-bankruptcy law, and (ii) are valid, senior, properly perfected, binding, enforceable, and non- avoidable pursuant to applicable non-bankruptcy law. In the event that collateral that secures the Texas Tax Claims is sold or returned to a creditor holding a lien that is junior to the Tax Liens, the Debtors shall first pay all ad valorem property taxes owed to the Texas Taxing Authorities that are secured by such collateral, solely to the extent the Debtors are liable for such ad valorem property taxes under applicable non-bankruptcy law. The Debtors shall pay all post-petition ad valorem tax liabilities (tax year 2026 and subsequent tax years) owing to the Texas Taxing Authorities in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent without the need of the Texas Taxing Authorities to file an Administrative Claim and/or request for payment.

Y. Provision Regarding OMJ

127. For the avoidance of doubt, the Plan and Confirmation Order shall leave unaltered any legal, equitable, and contractual rights of OMJ LLC and OMG LLC (collectively, "***OMJ***") in relation to its Claim as set forth in OMJ's proofs of claim [No. 58 and No. 63] (collectively, the "***OMJ Claim***"), including, for the avoidance of doubt, any existing right to indemnification, reimbursement of attorney fees, interest or other charges to the extent enforceable under applicable nonbankruptcy law and allowable under the Bankruptcy Code. This paragraph shall not alter or impair the Debtors' or Reorganized Debtors', as applicable, legal and equitable rights to contest, dispute, and defend themselves against the OMJ Claim, and any allegations therein or related thereto, or any other claim or Cause of Action.

Z. Exemptions from Securities Laws.

128. The Subscription Rights and the ERO Equity will be issued or delivered, as applicable, pursuant to the exemptions to registration under the Securities Act and Blue Sky Laws provided for under Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, or Regulation S under the Securities Act, and similar Blue Sky Laws provisions. Any securities issued or delivered pursuant to Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, or Regulation S under the Securities Act will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law. In that regard, each Holder of an Allowed Second-Out Claim participating in the Equity Rights Offering will be required to make, and each of the ERO Backstop Parties has made,

customary representations to the Debtors, including that each is an "accredited investor" (within the meaning of Rule 501(a) of the Securities Act), a qualified institutional buyer (as defined under Rule 144A promulgated under the Securities Act) or is not a U.S. person (as defined in Regulation S under the Securities Act).

129. Pursuant to section 1145 of the Bankruptcy Code, the offer, issuance, and distribution under the Plan of any Distributable New Common Shares on account of a Second-Out Claim and the ERO Backstop Premium Shares which constitute Administrative Claims in the Chapter 11 Cases shall (a) be exempt, without further act or actions by any Entity, from registration under the Securities Act and any other applicable U.S. state or local law requiring registration for the offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security to the fullest extent permitted by section 1145 of the Bankruptcy Code, (b) (i) not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (ii) be freely tradable and transferable by any initial recipient thereof that (w) is not an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (x) has not been such an "affiliate" within ninety (90) calendar days of such transfer, (y) has not acquired the New Common Shares or Subscription Rights from an "affiliate" of the Reorganized Debtors within one year of such transfer, and (z) is not an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code, and (c) be freely tradable by the recipients thereof, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (ii) compliance with applicable securities

laws and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such securities or instruments, and (iii) the restrictions in the New Organizational Documents.

130. Any transfer agent, or other similarly situated agent, trustee, or other non-governmental Entity shall accept and rely upon the Plan and this Order in lieu of a legal opinion for purposes of determining whether the initial offer or the delivery and sale of the New Common Shares were exempt from registration under section 1145(a) of the Bankruptcy Code, and whether the New Common Shares were, under the Plan, validly issued, fully paid, and non-assessable.

131. The Reorganized Debtors need not provide any further evidence other than the Plan or this Order to any Entity (including DTC or any transfer agent for the New Common Shares) with respect to the treatment of the New Common Shares to be issued or delivered under the Plan under applicable securities laws. DTC or any transfer agent for the New Common Shares shall be required to accept and conclusively rely upon the Plan and this Order in lieu of a legal opinion regarding whether the New Common Shares to be issued or delivered under the Plan are exempt from registration or eligible for DTC book-entry delivery, settlement, and depository services, and whether the New Common Shares are, under the Plan, validly issued, fully paid, and non-assessable. Notwithstanding anything to the contrary in the Plan, no Entity (including DTC or any transfer agent for the New Common Shares) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Shares to be issued or delivered under the Plan are exempt from registration, and whether the New Common Shares were, under the Plan, validly issued, fully paid, and non-assessable.

AA. Supplemental Information Pursuant to Section 1145(a)(4)

132. The *Supplemental Information Pursuant to § 1145(a)(4) of the Bankruptcy Code with Respect to the Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, included in the Third Amended Plan Supplement as Exhibit I, is approved as "information supplementing [the] disclosure statement" for purposes of section 1145(a)(4) of the Bankruptcy Code.

BB. First Day Relief

133. Notwithstanding anything contained in this Order, the relief granted pursuant to the Court's "first day" orders shall remain in full force and effect in accordance with their terms through the Effective Date. In addition, for the avoidance of doubt, as the Challenge Deadline (as defined in the DIP Orders) expired without a Challenge being commenced, none of the forms of adequate protection granted in the DIP Orders to the Prepetition Secured Parties (as defined in the DIP Orders) shall be subject to disgorgement or recharacterization as principal under the applicable Prepetition Secured Facilities Documents (as defined in the DIP Orders).

CC. Section 1146 Exemption.

134. Pursuant to and to the fullest extent provided in section 1146(a) of the Bankruptcy Code, (1) the issuance, transfer, or exchange of any securities, instruments, or documents, (2) the creation of any lien, mortgage, deed of trust, or other security interest, (3) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including, without limitation, any deeds, bills of sale, or assignments executed in connection with

any of the transactions contemplated under the Plan or the reinvesting, transfer, or sale of any real or personal property of the Debtors pursuant to, in implementation of, or as contemplated in the Plan (whether to one or more of the Reorganized Debtors or otherwise), (4) the grant of collateral under the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, and (5) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, this Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, FCC filing or recording fee, other regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, this Order will order and direct each recorder of deeds or similar official for any county, city, or Governmental Unit in which any instrument hereunder is to be recorded to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

DD. Nonseverability of Plan Provisions upon Confirmation.

135. Each term and provision of the Plan, and the transactions related thereto as it heretofore may have been altered or interpreted by the Court is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Order; and (c) nonseverable and mutually dependent.

Debtors: United Site Services, Inc. *et al.*
Case No.: 25-23630 (MBK)
Caption of Order: Order (I) Approving the Adequacy of the Disclosure Statement and (II) Confirming the Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

EE. Binding Effect.

136. Notwithstanding the possible applicability of Bankruptcy Rules 4001(a)(1), 3020(e), 6004(h), 7062, 9014, or otherwise, the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

FF. Waiver or Estoppel.

137. Each Holder of a Claim or 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 before the Confirmation Date.

GG. Authorization to Consummate.

138. The Debtors are authorized to consummate the Plan, including the Restructuring Transactions, at any time after the entry of this Order subject to the satisfaction or waiver of the conditions precedent to the Effective Date set forth in and in accordance with Article IX of the Plan.

HH. Assumption of Executory Contracts.

139. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption, assignment, or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. For the avoidance of doubt, on the Effective Date, except as otherwise provided

in the Plan, each Executory Contracts or Unexpired Leases shall be deemed assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease (a) was previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or was terminated pursuant to its own terms; (c) is the subject of a motion to reject such Executory Contract or Unexpired Lease that is pending on the Effective Date or (d) is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases (if any).

140. Any provision in an Executory Contract or Unexpired Lease that restricts, purports to restrict, or is breached or deemed breached by, the Executory Contract's or Unexpired Lease's assumption or assumption and assignment (including a "change of control" provision), shall be deemed modified or stricken such that the applicable counterparty shall not be entitled to terminate its Executory Contract or Unexpired Lease or to exercise any other rights on account of any default.

141. A counterparty to a rejected Executory Contract or Unexpired Lease must file any proof of Claim for damages resulting from the rejection of its Executory Contract or Unexpired Lease within thirty (30) days following entry of the order (including this Order, if applicable) approving such rejection. Any Claim arising from the rejection of an Executory Contract or Unexpired Lease for which a proof of Claim has not been filed with the Court within such time shall be automatically Disallowed, released, and discharged, and forever barred from assertion without the need for any objection or further notice to, or action, order, or approval of, the Court, and such Claim shall not be enforceable against the Debtors, the Estates or the

Reorganized Debtors, as applicable. Any such Claim arising from the rejection of an Executory Contract or Unexpired Lease shall be classified as General Unsecured Claims and shall be treated in accordance with the Plan, the Bankruptcy Code, and applicable non-bankruptcy law.

II. Confirmation Notices.

142. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven days after the Effective Date, the Reorganized Debtors must cause notice of Confirmation and occurrence of the Effective Date (the "***Notice of Confirmation***") to be served on all parties served with the Confirmation Hearing Notice. Mailing of the Notice of Confirmation in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice is necessary.

JJ. No Discrimination.

143. Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Debtors or Reorganized Debtors, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against the Debtors or Reorganized Debtors, or another Person or Entity with whom the Debtors or Reorganized Debtors have been associated, solely because such Debtor was a debtor under chapter 11 of the Bankruptcy Code, was insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors were granted a discharge), or did not pay a debt that is discharged hereby.

KK. Effect of Non-Occurrence of Conditions to the Effective Date.

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

LL. Closing of Chapter 11 Cases.

145. Upon the occurrence of the Effective Date, the Reorganized Debtors may seek authority from the Bankruptcy Court to close all of the Chapter 11 Cases, except for the Chapter 11 Case of one Debtor entity, and all contested matters relating to each of the Debtors, including any objections to Claims, would be administered and heard in the Chapter 11 Case of such Debtor entity.

MM. Post-Confirmation Modification of the Plan.

146. Subject to obtaining the required consents in accordance with the provisions of the Restructuring Support Agreement, the Plan, and the Restructuring Transactions Memorandum, the Debtors are authorized to amend or modify the Plan at any time prior to its

consummation, but only in accordance with section 1127 of the Bankruptcy Code and Article X.A of the Plan, without further order of this Court.

NN. Final Order.

147. This Order is a Final Order and the period within which an appeal must be filed will commence upon entry of this Order.

OO. Effect of Conflict.

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

Exhibit A

Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	)	Chapter 11
UNITED SITE SERVICES, INC. *et al.*,[1]	)	Case No. 25-23630 (MBK)
Debtors.	)	(Jointly Administered)

SECOND AMENDED JOINT PREPACKAGED PLAN OF REORGANIZATION OF UNITED SITE SERVICES, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

MILBANK LLP

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Co-Counsel for Debtors in Possession

Dated: February 6, 2026

[1] The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases, with each one's tax identification number, principal office address and former names and trade names, is available on the website of the Debtors' noticing agent at www.veritaglobal.net/USS. The location of the principal place of business of United Site Services, Inc., and the Debtors' service address for these chapter 11 cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.

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Introduction

United Site Services, Inc. ("USS"); Johnny on the Spot, LLC; Northeast Sanitation, Inc.; PECF USS Intermediate Holding II Corporation; PECF USS Intermediate Holding III Corporation; Portable Holding Corporation; Portable Intermediate Holding Corporation; Portable Intermediate Holding II Corporation; Russell Reid Waste Hauling and Disposal Service Co., Inc.; United Site National Services Company; United Site Services Northeast, Inc.; United Site Services of California, Inc.; United Site Services of Colorado, Inc.; United Site Services of Florida, LLC; United Site Services of Louisiana, Inc.; United Site Services of Maryland, Inc.; United Site Services of Mississippi, LLC; United Site Services of Nevada, Inc.; United Site Services of Texas, Inc.; USS Ultimate Holdings, Inc.; Vortex Holdco, LLC; and Vortex Opco, LLC (each a "Debtor" and, collectively, the "Debtors"), propose this plan of reorganization (as it may be amended, supplemented, restated, or modified from time to time and together with the Plan Supplement, the "Plan") for the resolution of all outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used and not otherwise defined have the meanings ascribed to such terms in Article IA.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, to the extent applicable. The Plan does not contemplate substantive consolidation of any of the Debtors.

Holders of Claims and Interests should 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 the Plan.

THE PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126.

ALL CREDITORS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT ACCOMPANYING THE PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019 AND THE PLAN, THE DEBTORS RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

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

A. *Defined Terms*

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

1. "*2024 First Lien Facilities*" means the debt facilities issued under or governed by each of the First-Out/Second-Out Documents, First-Out Notes Documents, Third-Out Notes Documents, and the Intercompany Credit Agreement Documents.

2. "*2024 First Lien Intercreditor Agreement*" means that certain Amended and Restated First Lien Intercreditor Agreement, dated as of August 22, 2024, by and among the collateral agents under each of the 2024 First Lien Facilities and the Amended Term Loan Agent.

3. "*2024 Transactions*" means the 2024 recapitalization and exchange transactions among the Debtors, the Sponsor and certain creditors of the Debtors, including the bridge facility made available to the Debtors by the Sponsor.

4. "*2024 Transactions Documents*" means the documents authorizing or governing the 2024 Transactions.

5. "*ABL Agent*" means Bank of America, N.A., or any successor, in its capacity as administrative agent and collateral agent under the ABL Facility Credit Agreement.

6. "*ABL Facility*" means the asset-based revolving loan and letter of credit facility made available by the ABL Lenders to the Debtors pursuant to and subject to the terms and conditions of the ABL Facility Credit Agreement.

7. "*ABL Facility Claims*" means all Claims arising under, derived from, based upon or related to the ABL Facility Documents including, without limitation, all "Obligations" (as defined in the ABL Facility Credit Agreement).

8. "*ABL Facility Credit Agreement*" means that certain Revolving Credit Agreement, dated as of December 17, 2021, among USS Parent, as Holdings, PECF USS Intermediate Holding III Corporation, as Intermediate Holdings, USS Ultimate Holdings, Inc., as Lead Borrower, other Debtors as borrowers or guarantors, various lenders and issuing banks party thereto from time to time, and Bank of America, N.A. as a swingline lender and ABL Agent, as amended from time to time.

9. "*ABL Facility Documents*" means, collectively, the ABL Facility Credit Agreement and all other agreements, documents, and instruments delivered or entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, and other security documents, as amended, supplemented, or modified from time to time.

10. "*ABL Intercreditor Agreement*" means that certain ABL Intercreditor Agreement, dated as of December 17, 2021, and amended and restated on August 22, 2024, by and among the ABL Agent, the Amended Term Loan Agent, the First-Out/Second-Out Agent, the Intercompany Credit Agreement Agent, the First-Out Notes Trustee and the Third-Out Notes Trustee, as amended from time to time.

11. "*ABL Lenders*" means the financial institutions party from time to time to the ABL Facility Credit Agreement as lenders, issuing banks, or bank product providers, in their respective capacities as such.

12. "*ABL Letters of Credit*" means the letters of credit made available by certain of the ABL Lenders to the Debtors pursuant to and subject to the terms and conditions of the ABL Facility Credit Agreement.

13. "*ABL Revolving Loans*" means those revolving loans made available by certain of the ABL Lenders to the Debtors pursuant to and subject to the terms and conditions of the ABL Facility Credit Agreement.

14. "*Ad Hoc Group*" means that certain ad hoc group of Holders of First-Out Term Loans Claims, First-Out Notes Claims, Second-Out Claims, Second-Out Deficiency Claims, and Third-Out Claims represented by the Ad Hoc Group Advisors.

15. "*Ad Hoc Group Advisors*" means (a) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Ad Hoc Group, (b) Kirkland & Ellis LLP, as counsel solely to Ad Hoc Group member Clearlake Capital Group, (c) Centerview Partners LLC as investment banker for the Ad Hoc Group, (d) any local counsel, and (e) such other advisors as agreed in writing by the Debtors.

16. "*Administrative Claim*" means a Claim against any of the Debtors arising on or after the Petition Date and before the Effective Date for a cost or expense of administration of the Chapter 11 Cases pursuant to sections 503(b), and entitled to priority under sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors.

17. "*Administrative Fee Order*" means an order approving the *Debtors' Motion for Entry of an Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Professionals Retained by Order of This Court* [Dkt. No. 186].

18. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term Affiliate shall apply to such Entity as if the Entity were a Debtor.

19. "*Agents/Trustees*" means, collectively, the ABL Agent, First-Out Notes Trustee, the First-Out/Second-Out Agent, Intercompany Credit Agreement Agent, the Amended Term Loan Agent, the Third-Out Notes Trustee, and the Amended Unsecured Notes Trustee.

20. "*Allowed*" means, as to a Claim or Interest, a Claim or an Interest expressly allowed under this Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance

of doubt, (a) there is no requirement to file a proof of Claim (or move the Court for allowance) to be an Allowed Claim under the Plan (except as otherwise provided in the Plan) and (b) the Debtors, with the consent of the Required Consenting Second-Out Creditors, which shall not be unreasonably withheld, delayed, or conditioned, or the Reorganized Debtors, as applicable, may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law; *provided, however*, that the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to this Plan. "Allow", "Allowance" and "Allowing" shall have correlative meanings.

21. "*Amended Term Loan Agent*" means UMB Bank, N.A., or any successor, in its capacity as administrative agent and collateral agent under the Amended Term Loan Credit Agreement.

22. "*Amended Term Loan Claims*" means all Claims arising under, derived from, based upon or related to the Amended Term Loan Credit Facility Documents (including Claims on account of the "Obligations" as defined in the Amended Term Loan Credit Agreement).

23. "*Amended Term Loan Credit Agreement*" means that certain Credit Agreement dated as of December 17, 2021, among USS Parent, as Holdings, PECF USS Intermediate Holding III Corporation, as borrower, other Debtors, as borrowers or guarantors, various lenders and issuing banks party thereto from time to time, and the Amended Term Loan Agent, as administrative agent and collateral agent (as amended by that certain Amendment No. 1, dated as of June 23, 2023, that certain Amendment No. 2, dated as of June 28, 2023 and that certain Amendment No. 3, dated as of August 22, 2024, as amended, supplemented or otherwise modified from time to time).

24. "*Amended Term Loan Credit Facility Documents*" means, collectively, the Amended Term Loan Credit Agreement and all other agreements, documents, and instruments delivered or entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, and other security documents, as amended, supplemented, or modified from time to time.

25. "*Amended Term Loan Exit Term Loan Allocation*" means Exit Term Loans with an initial principal value equal to $13,592,233.01, which shall accrue and capitalize the Upfront Premium (as defined in the Exit Term Loan Facility Documents) upon issuance, which shall result in an aggregate principal amount of such Exit Term Loans equating to $14,000,000. For the avoidance of doubt, the Exit Term Loans issued pursuant to the Amended Term Loan Exit Term Loan Allocation shall be on the same terms, be assigned the same CUSIP (if any), and subject to the same conditions as all other Exit Term Loans.

26. "*Amended Term Loan Agent Fees and Expenses*" means all reasonable and documented fees, indemnity claims, costs, and expenses (including reasonable and documented fees and expenses of counsel) incurred by the Amended Term Loan Agent under the Amended Term Loan Credit Facility Documents, whether before or after the Petition Date or before or after the Effective Date.

27. "*Amended Term Loans*" means the loans outstanding under the Amended Term Loan Credit Agreement.

28. "*Amended Unsecured Notes*" means those certain 8.000% senior unsecured notes due 2029 issued by PECF USS Intermediate Holding III Corporation pursuant to the Amended Unsecured Notes Indenture.

29. "*Amended Unsecured Notes Claims*" means all Claims arising under, on account of, derived from, based upon, or related to the Amended Unsecured Notes or the Amended Unsecured Notes Indenture, which shall be Allowed in an aggregate amount equal to $139,634,825.

30. "*Amended Unsecured Notes Indenture*" means that certain Indenture, dated as of November 19, 2021 (as supplemented or amended from time to time), by and among PECF USS Intermediate Holding III Corporation, as issuer, the guarantors party thereto and the Amended Unsecured Notes Trustee.

31. "*Amended Unsecured Notes Trustee*" means BOKF, N.A. or any successor, in its capacity as trustee under the Amended Unsecured Notes Indenture.

32. "*Amended Unsecured Notes Trustee Charging Lien*" means any Lien or other priority in payment for Amended Unsecured Notes Trustee Fees and Expenses to which the Amended Unsecured Notes Trustee is entitled pursuant to the Amended Unsecured Notes Indenture, on or with respect to distributions made on account of the Amended Unsecured Notes Claims.

33. "*Amended Unsecured Notes Trustee Fees and Expenses*" means all reasonable and documented fees, indemnity claims, costs, and expenses (including reasonable and documented fees and expenses of counsel) incurred by the Amended Unsecured Notes Trustee under the Amended Unsecured Notes Indenture, whether before or after the Petition Date or before or after the Effective Date.

34. "*Article*" refers to an article of the Plan.

35. "*Avoidance Actions*" means any and all actual or potential avoidance, recovery, subordination, or other Claims, Causes of Action, or remedies arising under chapter 5 of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes or common law, including fraudulent transfer laws, 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.

36. "*Ballot*" means a ballot for acceptance or rejection of the Plan and for making an election with respect to the Third-Party Release provided by Article VIII of the Plan.

37. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended and as in effect on the Confirmation Date or otherwise applicable to the Chapter 11 Cases.

38. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as amended from time to time and as applicable to the Chapter 11 Cases, promulgated pursuant to 28 U.S.C. § 2075 and the general, local, and chamber rules of the Court.

39. "*Blue Sky Laws*" has the meaning ascribed to such term in Article IVJ.

40. "*Business Day*" means any day other than a Saturday, Sunday, "legal holiday" (as defined in Bankruptcy Rule 9006(a)), or another day on which commercial banks in New York are required or authorized by law to remain closed.

41. "*Cash*" means cash and cash equivalents in U.S. dollars.

42. "*CastleKnight*" means CastleKnight Management LP and those affiliates and investment funds managed by CastleKnight Management LP or its affiliates that are direct or indirect Holders of Claims.

43. "*CastleKnight Settlement*" means the settlement among the Debtors, the Ad Hoc Group, and CastleKnight, on the terms set forth in the settlement agreement attached to the Final DIP Order.

44. "*Causes of Action*" means collectively, any and all claims, interests, controversies, actions, proceedings, reimbursement claims, contribution claims, recoupment rights, debts, third-party claims, indemnity claims, damages, remedies, causes of action, demands, rights, suits, obligations, liabilities, accounts, judgments, defenses, offsets, powers, privileges, licenses, franchises, Liens, guaranties, Avoidance Actions, agreements, counterclaims, and cross-claims, of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, asserted or unasserted, direct or indirect, assertable directly or derivatively, choate or inchoate, reduced to judgment or otherwise, secured or unsecured, whether arising before, on, or after the Petition Date, in tort, law, equity, or otherwise pursuant to any theory of civil law (whether local, state, or federal law). For the avoidance of doubt, 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 (whether under local, state, or federal law) based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, fraudulent transfer or fraudulent conveyance or voidable transaction law, violation of local, state, or federal law or breach of any duty imposed by law or in equity, including securities laws and 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; and (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in Bankruptcy Code section 558.

45. "*Chapter 11 Case(s)*" means (a) when used with reference to a particular Debtor, the chapter 11 case filed for that Debtor under chapter 11 of the Bankruptcy Code in the Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors in the Court.

46. "*Claim*" means any "claim," as such term is defined in section 101(5) of the Bankruptcy Code, against a Debtor.

47. "*Class*" means a class of Claims or Interests designated in Article III of the Plan, pursuant to section 1122 of the Bankruptcy Code.

48. "*Committee*" means a statutory committee of unsecured creditors appointed in the Chapter 11 Cases by the U.S. Trustee, if any, pursuant to section 1102 of the Bankruptcy Code.

49. "*Committee Professionals*" means the persons or firms retained by the Committee, if any, pursuant to sections 327, 328, or 1103 of the Bankruptcy Code.

50. "*Compensation and Benefits Programs*" means (i) all employment and severance agreements, arrangements, programs and policies, and all employment, wages, compensation, and benefit plans, arrangements, programs and policies, workers' compensation programs, savings plans, retirement plans, deferred compensation plans, nonqualified deferred compensation plans, supplemental executive retirement plans, healthcare plans, disability plans, severance benefit plans, bonus, commission, incentive and retention plans, programs, and payments, life and accidental death and dismemberment insurance plans and programs, for all employees of the Debtors, and all amendments and modifications thereto, applicable to the Debtors' employees, former employees, retirees, and non-employee directors and managers, in each case existing immediately prior to the Effective Date and, (ii) to the extent not enumerated, all other Employment Agreements existing immediately prior to the Effective Date.

51. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

52. "*Confirmation Date*" means the date upon which the Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

53. "*Confirmation Order*" means the Court order approving the Disclosure Statement on a final basis and confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

54. "*Consenting Stakeholders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

55. "*Consummation*" means the occurrence of the Effective Date.

56. "*Contract Objection Deadline*" has the meaning ascribed to it in Article VB.

57. "*Court*" means the United States Bankruptcy Court for the District of New Jersey or any other court having jurisdiction over the Chapter 11 Cases.

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

59. "*D&O Policy*" means any Insurance Policy (including any "tail policy") issued or providing coverage to any of the Debtors (and any of their predecessors) for certain liabilities of

the Debtors and/or their current or former directors', members', trustees', officers', managers, and/or employees' liability and all agreements, documents, or instruments relating thereto.

60. "*Debtor*" or "*Debtors*" has the meaning specified in the Introduction hereto.

61. "*Debtor Release*" has the meaning ascribed to such term in Article VIIID.

62. "*Definitive Documents*" has the meaning ascribed to such term in the Restructuring Support Agreement and includes (i) the Plan (and any and all exhibits, annexes and schedules thereto), (ii) the Restructuring Transactions Memorandum, (iii) the DIP Facility Documents and the DIP Orders, (iv) the Confirmation Order and the order approving the adequacy of the Disclosure Statement (which may be the Confirmation Order), (v) the Disclosure Statement (and any and all exhibits, annexes and schedules thereto), (vi) the New Organizational Documents, including the Governance Term Sheet, (vii) the ERO Documents, (viii) the Exit Term Loan Facility Documents, (ix) the Exit ABL Facility Documents, (x) the Exit RCF Facility Documents, (xi) the Exit ABL Facility Term Sheet, (xii) the Exit RCF Facility Term Sheet, (xiii) the Exit Term Loan Facility Term Sheet, and (xiv) any and all other deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, instruments or other documents reasonably necessary to consummate and document the foregoing clauses (i) through (xiii).

63. "*DIP Agent*" means Wilmington Savings Fund Society, FSB, in its capacity as administrative agent and collateral agent under the DIP Credit Agreement or an agent reasonably acceptable to the Debtors and Required Backstop DIP Lenders (as defined in the DIP Credit Agreement), in its capacity as administrative agent and collateral agent under the DIP Facility.

64. "*DIP Claims*" means any and all Claims arising under, derived from, based on, or related to the DIP Facility, including, without limitation, Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges arising thereunder, in each case, with respect to the DIP Facility, including, for the avoidance of doubt, such Claims held by the DIP Lenders or the DIP Agent.

65. "*DIP Credit Agreement*" means that certain Superpriority Secured Debtor in Possession Credit Agreement, among USS Parent, as Holdings, PECF USS Intermediate Holding III Corporation, as the borrower, certain direct and indirect subsidiaries of Holdings, the DIP Lenders from time to time party thereto and the DIP Agent.

66. "*DIP Facility*" means the $120 million superpriority senior secured debtor-in-possession loan facility to be provided to the Debtors by the DIP Lenders on the terms and conditions set forth in the DIP Facility Documents and the DIP Orders.

67. "*DIP Facility Documents*" means, collectively, the DIP Credit Agreement and all other agreements, documents, and instruments delivered or entered into in connection therewith, including, but not limited to, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents.

68. "*DIP Lenders*" means the lenders party to the DIP Credit Agreement from time to time.

69. "*DIP Orders*" means, collectively, the Interim DIP Order and the Final DIP Order.

70. "*Direct Investment Shares*" means New Common Shares constituting 30% of the ERO Amount to be reserved for issuance or delivery to the ERO Backstop Parties pursuant to the ERO Documents.

71. "*Disallowed*" means, with respect to any Claim, a Claim or any portion thereof that: (a) has been disallowed by a Final Order; (b) is listed in the Schedules as zero or as contingent, disputed, or unliquidated and as to which no proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Court pursuant to either the Bankruptcy Code or any Final Order of the Court or otherwise deemed timely filed under applicable law or the Plan; (c) is not listed in the Schedules and as to which no proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Court pursuant to either the Bankruptcy Code or any Final Order of the Court or otherwise deemed timely filed under applicable law or the Plan; (d) has been withdrawn by agreement of the applicable Debtor and the Holder thereof; or (e) has been withdrawn by the Holder thereof.

72. "*Disbursing Agent*" means one or more of the Reorganized Debtors and/or any other Entity or Entities selected by the Debtors or Reorganized Debtors, including, without limitation, the Agents/Trustees with respect to their respective debt facilities, to make or facilitate distributions contemplated under the Plan.

73. "*Disclosure Statement*" means that certain *Disclosure Statement for the Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated as of December 28, 2025 [Dkt. No. 17], as it may be amended, supplemented, restated, or modified from time to time, including all exhibits and schedules thereto, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law and as approved by the Court.

74. "*Disputed*" means, with respect to a Claim or Interest, a Claim or Interest, or any portion thereof, that is: (x) not Allowed and (y) not Disallowed under this Plan, the Bankruptcy Code or a Final Order, as applicable.

75. "*Distributable New Common Shares*" means, after giving effect to the issuance or the delivery of (a) the ERO Equity, (b) the ERO Backstop Premium Shares, and (c) any equity issued (or to be reserved) pursuant to the Management Incentive Plan, one hundred percent (100%) of the remaining New Common Shares to be distributed to Holders of Second-Out Claims on account of their Second-Out Claims on the Effective Date. Distributable New Common Shares only include the New Common Shares issued upon equitization of the Allowed Second-Out Claims under the Plan.

76. "*Distribution Record Date*" means the Effective Date or such other date as determined by the Reorganized Debtors.

77. "*DTC*" means The Depository Trust Company or any successor thereto.

78. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date, on which (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent to

the occurrence of the Effective Date specified in Article IXA have been satisfied or waived in accordance with Article IXB; and (c) this Plan is declared effective by the Debtors. Any action to be taken on the Effective Date may be taken on the Effective Date or as soon as reasonably practicable thereafter.

79. "*Employment Agreement*" means any new and/or existing employment agreement or letter, indemnification agreement, severance agreement, or other agreement entered into with the Debtors' current and former officers or other employees by the Reorganized Debtors, in each case, consistent with the Restructuring Support Agreement.

80. "*Entity*" means any "entity," as such term is defined in section 101(15) of the Bankruptcy Code.

81. "*Equity Rights Offering*" means the rights offering with respect to the New Common Shares on the terms and conditions set forth in the ERO Documents and, with respect to the Rights Offering Shares backstopped by the ERO Backstop Parties on the terms and conditions set forth in the ERO Backstop Agreement.

82. "*ERO Amount*" means an amount equal to the Initial ERO Amount.

83. "*ERO Backstop Agreement*" means that certain Backstop Commitment Agreement by and among USS Parent, the other Debtors and the commitment parties thereto, as it may be amended, supplemented, or modified from time to time.

84. "*ERO Backstop Cash Premium*" has the meaning ascribed to such term in the ERO Backstop Agreement.

85. "*ERO Backstop Order*" means the order entered by the Court approving the ERO Backstop Agreement (which may be the Confirmation Order).

86. "*ERO Backstop Parties*" means the Entities identified as "Commitment Parties" in the ERO Backstop Agreement.

87. "*ERO Backstop Premium*" has the meaning ascribed to such term in the ERO Backstop Agreement.

88. "*ERO Backstop Premium Shares*" means the New Common Shares issued or delivered as the ERO Backstop Premium pursuant to the terms of the ERO Backstop Agreement. The ERO Backstop Premium Shares are an Administrative Claim under section 503(b) of the Bankruptcy Code.

89. "*ERO Documents*" means, collectively, the ERO Backstop Agreement, the ERO Procedures, the ERO Backstop Order and any and all other agreements, documents, and instruments delivered or entered into in connection with the Equity Rights Offering, as approved by the Court and as each may be amended, supplemented, or modified from time to time.

90. "*ERO Equity*" means the New Common Shares purchased through the Equity Rights Offering, consisting of the Direct Investment Shares, the Rights Offering Shares, and the

Unsubscribed Equity. For the avoidance of doubt, ERO Equity does not include the ERO Backstop Premium Shares.

91. "*ERO Per Share Subscription Price*" means the "Per Share Subscription Price" as defined in the ERO Backstop Agreement.

92. "*ERO Procedures*" means the procedures governing the Equity Rights Offering included in or annexed to the *Debtors' Motion for Entry of an Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Establishing Objection Deadlines; (III) Approving Solicitation Procedures; (IV) Approving the Form and Manner of Ballots and Notices; (V) Directing that a Meeting of Creditors Not Be Convened; (VI) Conditionally Waiving the Requirement to File Schedules of Assets and Liabilities and Statements of Financial Affairs; (VII) Approving Procedures for Assumption and Rejection of Executory Contracts and Unexpired Leases; (VIII) Granting Approval of Rights Offering Procedures; and (IX) Granting Related Relief* [Dkt. No. 18].

93. "*Estate*" means, with respect to a particular Debtor, the estate created for such Debtor upon commencement of its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code, and the "*Estates*" means every Debtor's Estate, collectively.

94. "*Exculpated Parties*" means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) with respect to each of the foregoing, their current and former directors, managers, officers, attorneys, financial advisors, consultants or other professionals or advisors that served in such capacity between the Petition Date and the Effective Date, and (iv) the Professionals retained by the Debtors in the Chapter 11 Cases.

95. "*Executory Contract*" means a contract to which one or more of the Debtors are party, which is subject to assumption or rejection in accordance with section 365 or 1123 of the Bankruptcy Code.

96. "*Existing Equity*" means all Interests in USS Parent.

97. "*Exit ABL Facility*" means a new asset-based lending facility to be made available to the Reorganized Debtors on the Effective Date on the terms set forth in the Exit ABL Facility Term Sheet.

98. "*Exit ABL Facility Agent*" means the Entity acting as administrative and collateral agent under the Exit ABL Facility Documents.

99. "*Exit ABL Facility Documents*" means any documents governing the Exit ABL Facility and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith. The material Exit ABL Facility Documents included in the Plan Supplement shall be consistent with the terms set forth in the Exit ABL Facility Term Sheet and otherwise in form and substance reasonably acceptable to the Exit ABL Facility Lenders.

100. "*Exit ABL Facility Lenders*" means the banks, financial institutions, and lenders from time to time party to the Exit ABL Facility Documents.

101. "*Exit ABL Facility Parties*" means, collectively, the Exit ABL Facility Lenders and the Exit ABL Facility Agent.

102. "*Exit ABL Facility Term Sheet*" means the term sheet regarding the Exit ABL Facility attached to the Restructuring Support Agreement and disclosed in the Plan Supplement.

103. "*Exit RCF Facility*" means a new revolving credit facility to be made available to the Reorganized Debtors on the Effective Date on the terms set forth in the Exit RCF Facility Term Sheet attached to the Restructuring Support Agreement and disclosed in the Plan Supplement.

104. "*Exit RCF Facility Agent*" means the administrative and collateral agent, in its capacities as such, under the Exit RCF Facility Documents.

105. "*Exit RCF Facility Credit Agreement*" means the credit agreement governing the Exit RCF Facility, as it may be amended, supplemented, or modified from time to time.

106. "*Exit RCF Facility Documents*" means the Exit RCF Facility Credit Agreement, collateral documents, Uniform Commercial Code financing statements, and other loan documents governing the Exit RCF Facility, each as it may be amended, supplemented, or modified from time to time. The material Exit RCF Facility Documents included in the Plan Supplement shall be consistent with the terms set forth in the Exit RCF Facility Term Sheet and otherwise in form and substance reasonably acceptable to the Exit RCF Facility Lenders.

107. "*Exit RCF Facility Lenders*" means the banks, financial institutions, and lenders from time to time party to the Exit RCF Facility Documents.

108. "*Exit RCF Facility Parties*" means, collectively, the Exit RCF Facility Lenders and the Exit RCF Facility Agent.

109. "*Exit RCF Facility Term Sheet*" means the term sheet regarding the Exit RCF Facility attached to the Restructuring Support Agreement and disclosed in the Plan Supplement, as it may be amended, supplemented, or modified from time to time.

110. "*Exit Term Loans*" means those certain term loans issued pursuant to the Exit Term Loan Facility Documents on the Effective Date in accordance with the terms set forth herein and such other terms as set forth in the Exit Term Loan Facility Documents.

111. "*Exit Term Loan Facility*" means that certain first lien term loan credit facility to be entered into by the Reorganized Debtors on the Effective Date on such terms as set forth in the Exit Term Loan Facility Credit Agreement and the CastleKnight Settlement.

112. "*Exit Term Loan Facility Agent*" means the administrative and collateral agent, in its capacities as such, under the Exit Term Loan Facility Documents.

113. "*Exit Term Loan Facility Commitment Letter*" means that certain commitment letter in relation to the Exit Term Loan Facility attached to the Restructuring Support Agreement as Exhibit E, as it may be amended, supplemented, or modified from time to time.

114. "*Exit Term Loan Facility Credit Agreement*" means the credit agreement governing the Exit Term Loan Facility, as it may be amended, supplemented, or modified from time to time.

115. "*Exit Term Loan Facility Documents*" means the Exit Term Loan Facility Credit Agreement, collateral documents, Uniform Commercial Code financing statements, and other loan documents governing the Exit Term Loan Facility, each as it may be amended, supplemented, or modified from time to time.

116. "*Exit Term Loan Facility Lenders*" means the banks, financial institutions, and lenders party to the Exit Term Loan Facility Documents.

117. "*Exit Term Loan Facility Term Sheet*" means the term sheet regarding the Exit Term Loan Facility attached to the Restructuring Support Agreement, as it may be amended, supplemented, or modified from time to time.

118. "*Exit Term Loan Parties*" means, collectively, the Exit Term Loan Facility Agent and the Exit Term Loan Facility Lenders.

119. "*Final DIP Order*" means one or more Final Orders entered approving the DIP Facility and authorizing the Debtors' use of cash collateral.

120. "*Final Order*" means, as applicable, an order or judgment of the Court, or other court of competent jurisdiction with respect to the relevant subject matter, that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing has been timely taken; or as to which, any appeal that has been taken or any petition for certiorari that has been or may be filed has been withdrawn with prejudice, resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought, or the new trial, reargument, or rehearing has been denied, resulted in no stay pending appeal or modification of such order, or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, the local rules of the Court or applicable non-bankruptcy law, may be filed with respect to such order will not preclude such order from being a Final Order.

121. "*First-Out Claim*" means, the First-Out Revolving Loans Claims, the First-Out Term Loans Claims, and the First-Out Notes Claims.

122. "*First-Out Notes*" means those certain floating rate senior secured notes due 2030 issued by Vortex Opco, LLC pursuant to the First-Out Notes Documents.

123. "*First-Out Notes Claims*" means any and all Claims arising under, on account of, derived from, based upon, or related to the First-Out Notes and the First-Out Notes Documents (including all "Obligations" as defined in the First-Out Notes Indenture).

124. "*First-Out Notes Documents*" means, collectively, the First-Out Notes Indenture and all other agreements, documents, and instruments delivered or entered into in connection therewith, including, but not limited to, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents, as the foregoing may be amended, restated, supplemented, or otherwise modified from time to time.

125. "*First-Out Notes Indenture*" means that certain Indenture dated as of September 3, 2024 (as may be modified, supplemented or amended) among Vortex Opco, LLC, as issuer, the guarantors from time to time party thereto and the First-Out Notes Trustee.

126. "*First-Out Notes Trustee*" means Wilmington Trust, National Association, (and any successors thereto, as permitted by the terms of the First-Out Notes Indenture), in its capacities as Trustee, Notes Collateral Agent, Registrar, Paying Agent, and Custodian (the foregoing terms as defined in the First-Out Notes Indenture) and in any other capacities under or related to the First-Out Notes Documents.

127. "*First-Out Notes Trustee Charging Lien*" means the Lien, indemnification, and priority of payment rights in favor of the First-Out Notes Trustee under the First-Out Notes Documents, on or with respect to distributions made on account of the First-Out Notes Claims.

128. "*First-Out Notes Trustee Fees*" means the reasonable and documented compensation, fees, costs, expenses, disbursements, and claims for indemnity, subrogation, and contribution of the First-Out Notes Trustee, in each case including any fees, expenses, and disbursements of attorneys, advisors, or agents retained or utilized by the First-Out Notes Trustee, incurred by or owed to (or estimated to be incurred by or owed to) the First-Out Notes Trustee, whether incurred prior to or after the Petition Date (and including such amounts incurred prior to, on, or after the Effective Date) under the First-Out Notes Documents.

129. "*First-Out Revolving Loans*" has the meaning ascribed to "Revolving Loans" in the First-Out/Second-Out Credit Agreement.

130. "*First-Out Revolving Loans Claims*" means all Claims arising under, derived from, based upon or related to the First-Out/Second-Out Documents in respect of the First-Out Revolving Loans, "Revolving Commitments" (as defined in the First-Out/Second-Out Credit Agreement) or "Letters of Credit" (as defined in the First-Out/Second-Out Credit Agreement), including, without limitation, all "Obligations" (as defined in the First-Out/Second-Out Credit Agreement) on account of the foregoing.

131. "*First-Out Term Loans*" has the meaning ascribed to "First-Out Term Loans" in the First-Out/Second-Out Credit Agreement.

132. "*First-Out Term Loans Claims*" means all Claims arising under, derived from, based upon, or related to the First-Out/Second-Out Documents (including all "Obligations" as defined in the First-Out/Second-Out Credit Agreement) in respect of First-Out Term Loans.

133. "*First-Out Term Loans/Notes Claims*" means, collectively, the First-Out Term Loans Claims and the First-Out Notes Claims.

134. "*First-Out/Second-Out Agent*" means Bank of America, N.A., or any successor, in its capacity as administrative agent and collateral agent under the First-Out/Second-Out Documents.

135. "*First-Out/Second-Out Credit Agreement*" means that certain Credit Agreement dated as of August 22, 2024, among USS Parent, as Existing Holdings, PECF USS Intermediate Holding III Corporation, as existing borrower, Vortex Holdco, LLC, as Holdings, Vortex Opco, LLC as borrower, various lenders party thereto from time to time, and the First-Out/Second-Out Agent.

136. "*First-Out/Second-Out Documents*" means, collectively, the First-Out/Second-Out Credit Agreement and all other agreements, documents, and instruments delivered or entered into in connection therewith, including, but not limited to, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents.

137. "*First-Out/Second-Out Loans*" means the First-Out Term Loans, First-Out Revolving Loans, and Second-Out Term Loans.

138. "*First-Out Term Loans Ad Hoc Group*" means the ad hoc group of certain Holders of First-Out Term Loans represented by Cleary Gottlieb Steen & Hamilton LLP.

139. "*General Unsecured Claim*" means any Unsecured Claim other than: (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a Priority Non-Tax Claim, (d) an Intercompany Claim, or (e) an Unsecured Funded Debt Claim.

140. "*Governance Term Sheet*" means the governance term sheet attached to the Restructuring Support Agreement as Exhibit I.

141. "*Governmental Unit*" means any "governmental unit," as such term is defined in section 101(27) of the Bankruptcy Code.

142. "*Holder*" means an Entity holding a Claim against or an Interest in any Debtor, as applicable.

143. "*Impaired*" means, with respect to a Claim, Interest, or a Class of Claims or Interests, "impaired" within the meaning of section 1124 of the Bankruptcy Code.

144. "*Indemnification Provisions*" means each of the Debtors' indemnification provisions in effect as of the Petition Date, whether in the Debtors' memoranda and articles of association, bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advances fees and expenses to, any of the Debtors' current and former directors, officers, direct and indirect equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, and professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

145. "*Initial ERO Amount*" means $480 million.

146. "*Insurance Policies*" means all insurance policies that have been issued (or provide coverage) at any time to the Debtors or any of their predecessors, and all agreements, documents, or instruments relating thereto, including any D&O Policies and workers' compensation.

147. "*Insurer*" means any insurance company or third-party administrator that issued or entered into an Insurance Policy and any respective predecessors and/or affiliates thereof.

148. "*Intercompany Claim*" means any Claim held by a Debtor against another Debtor, including the Intercompany Credit Agreement Claims.

149. "*Intercompany Credit Agreement*" means that certain Credit Agreement, dated as of August 22, 2024, among USS Parent, as holdings, PECF USS Intermediate Holding III Corporation, as borrower, the lenders party thereto, and the Intercompany Credit Agreement Agent.

150. "*Intercompany Credit Agreement Agent*" means Wilmington Savings Fund Society, FSB, or any successor, in its capacity as administrative agent and collateral agent under the Intercompany Credit Agreement.

151. "*Intercompany Credit Agreement Claims*" means all Claims on account of Intercompany Credit Agreement Loans.

152. "*Intercompany Credit Agreement Documents*" means, collectively, the Intercompany Credit Agreement and all other agreements, documents, and instruments delivered or entered into in connection therewith, including, but not limited to, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents.

153. "*Intercompany Credit Agreement Loans*" means those certain term loans extended in accordance with the Intercompany Credit Agreement.

154. "*Intercompany Interest*" means any Interest held by a Debtor in another Debtor.

155. "*Intercreditor Agreements*" means, collectively, (i) the ABL Intercreditor Agreement, (ii) the 2024 First Lien Intercreditor Agreement, (iii) the Intercreditor and Subordination Agreement, and (iv) Section 11.12 of the First-Out/Second-Out Credit Agreement.

156. "*Intercreditor and Subordination Agreement*" means that certain Intercreditor and Subordination Agreement, dated as of August 22, 2024, by and among the collateral agents under each of the 2024 First Lien Facilities.

157. "*Interest*" means any equity security (as defined in Bankruptcy Code section 101(16)) in any Debtor and any shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into, or which are exercisable or exchangeable for, the shares (or any class

thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor, including equity or equity-based incentives, grants or other instruments issued, granted or promised to be granted to current or former employees, directors, officers, consultants or contractors of any Debtor (in each case whether or not arising under or in connection with any employment agreement, separation agreement, or employee incentive plan or program of a Debtor as of the Petition Date and whether or not certificated, transferable, preferred, common, voting, or denominated "stock" or similar security). "Interest" includes Existing Equity Interests.

158. "*Interim DIP Order*" means the Court order approving the DIP Facility and authorizing use of cash collateral on an interim basis pending entry of the Final DIP Order.

159. "*Junior Notes Trustee*" means, collectively, the (i) Amended Unsecured Notes Trustee, and (ii) Third-Out Notes Trustee.

160. "*Junior Notes Trustee Charging Liens*" means, collectively, the (i) Amended Unsecured Notes Trustee Charging Lien, and (ii) Third-Out Notes Trustee Charging Lien.

161. "*Junior Notes Trustee Fees and Expenses*" means, collectively, the (i) Amended Unsecured Notes Trustee Fees and Expenses, and (ii) Third-Out Notes Trustee Fees and Expenses.

162. "*Lien*" means a "lien" as such term is defined in section 101(37) of the Bankruptcy Code.

163. "*Management Incentive Plan*" means a management incentive plan providing for the issuance from time to time, of equity and equity-based awards with respect to New Common Shares, to be established and implemented by the Reorganized Parent Board, which shall provide for a pool of 8% of the New Common Shares (on a fully diluted basis), as of the Effective Date, reserved for issuance under the Management Incentive Plan.

164. "*New Boards*" means, collectively, the Reorganized Parent Board and New Subsidiary Boards.

165. "*New Common Shares*" means the common equity of Reorganized Parent.

166. "*New Organizational Documents*" means the new bylaws, certificates of incorporation, certificates of formation, limited liability company agreements, operating agreements, certificates of limited partnership, agreements of limited partnership, shareholders agreement, a Registration Rights Agreement or such other organizational documents of the Reorganized Debtors, the forms of which shall be included in the Plan Supplement.

167. "*New Subsidiary Boards*" means the initial board of directors or managers (as applicable) for the Reorganized Debtors (other than the Reorganized Parent), as appointed pursuant to Article IVI.

168. "*Notes Claims*" means, collectively, the Amended Unsecured Notes Claims, the First-Out Notes Claims, and the Third-Out Claims.

169. "*Notice of Entry of Confirmation Order*" means a notice to be sent by the Reorganized Debtors following the entry of the Confirmation Order stating that the Court has confirmed the Plan and providing such other information as required by the Confirmation Order.

170. "*Other Secured Claim*" means any Secured Claim other than an Administrative Claim, DIP Claim, Priority Claim, ABL Facility Claim, First-Out Claim, Amended Term Loan Claim, Second-Out Claim, and Intercompany Credit Agreement Claim.

171. "*PECF USS Holding Corporation's Equity Owner*" means such Entities, funds or investment vehicles that own the equity interests in PECF USS Holding Corporation.

172. "*PECF USS Holding Corporation's Equity Owner Consideration*" means $5.5 million in Cash.

173. "*Person*" means a "person" as such term is defined in section 101(41) of the Bankruptcy Code.

174. "*Petition Date*" means December 29, 2025.

175. "*Plan*" has the meaning specified in the Introduction hereto.

176. "*Plan Equity Value*" means $725 million.

177. "*Plan Supplement*" means the compilation of documents (or forms thereof), agreements, schedules, and exhibits to the Plan to be filed no later than January 23, 2026 or such later date as may be approved by the Court, as each may be amended, supplemented, or modified from time to time prior to the occurrence of the Effective Date in accordance with the Plan, the Restructuring Support Agreement (including the consent rights therein), the CastleKnight Settlement, the Bankruptcy Code, and the Bankruptcy Rules, and which may include: (a) the New Organizational Documents, including the Governance Term Sheet; (b) a list of the members of the New Boards (to the extent known); (c) the Exit Term Loan Facility Documents; (d) the Restructuring Transactions Memorandum, (e) the Schedule of Retained Causes of Action; (f) the Schedule of Rejected Executory Contracts and Unexpired Leases (if any); (g) the Exit ABL Facility Documents; (h) the ERO Documents; (i) Exit RCF Facility Documents; and (j) such other documents as are necessary or advisable to implement the Restructuring contemplated by the Restructuring Support Agreement, the CastleKnight Settlement, and the Plan, each of which shall be consistent with the Restructuring Support Agreement and the consent rights set forth therein.

178. "*Priority Claim*" means any Priority Non-Tax Claim or Priority Tax Claim.

179. "*Priority Non-Tax Claim*" means any Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than an Administrative Claim, DIP Claim, or Priority Tax Claim.

180. "*Priority Tax Claim*" means any Claim of a Governmental Unit entitled to priority pursuant to section 502(i) or 507(a)(8) of the Bankruptcy Code.

181. "*Pro Rata*" means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Interests in that Class.

182. "*Professional*" means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Court pursuant to section 503(b)(4) of the Bankruptcy Code.

183. "*Professional Fee Claim*" means a Claim by a Professional seeking an award of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

184. "*Professional Fee Escrow Account*" means an interest-bearing account in an amount equal to the total Professional Fee Escrow Amount funded by the Reorganized Debtors on the Effective Date.

185. "*Professional Fee Escrow Amount*" means the aggregate amount of unpaid Professional Fee Claims that the Professionals estimate in good faith they have incurred or will incur in rendering services in the Chapter 11 Cases through and including the Effective Date, which estimates the Professionals shall deliver to the Debtors as set forth in Article IIB of this Plan.

186. "*Registration Rights Agreement*" means a registration rights agreement or provisions in the New Organizational Documents of Reorganized Parent that will provide certain registration rights and which shall be consistent with the Governance Term Sheet and filed as part of the Plan Supplement.

187. "*Reinstate*" means with respect to Claims or Interests, that the Claim or Interest shall have been rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. "Reinstated" and "Reinstatement" shall have correlative meanings.

188. "*Related Parties*" means, collectively, with respect to any Entity, in each case solely in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, shareholders, investment committee members, special committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, fiduciaries, 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, other representatives, restructuring advisors, and other professionals and advisors, and any such person's or Entity's respective predecessors, successors, assigns, heirs, executors, estates, and nominees; *provided*, *however*, for the avoidance of doubt, any Affiliates of any Revolving Credit Lender, or any funds or accounts managed by BlackRock Financial Management, Inc., BlackRock Advisors, LLC, BlackRock Fund Advisors, BlackRock Capital Investment Advisors, LLC or their Related

Parties (collectively, the "***BlackRock Creditors***"), that are signatories to the Restructuring Support Agreement (which, for purposes of this proviso, shall include any separate trading desk, fund, account, branch unit and/or business group of a Revolving Credit Lender or a BlackRock Creditor) shall not be deemed to be a Related Party of such Revolving Credit Lender or such BlackRock Creditor or a Revolving Credit Lender or a BlackRock Creditor itself, unless such Affiliate has itself submitted a Ballot or specifically authorized a third party to submit a Ballot on its behalf.

189. "*Released Parties*" means, collectively, and in each case solely in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, the Intercompany Credit Agreement Agent, the Third-Out Notes Trustee, the Amended Unsecured Notes Trustee, the Amended Term Loan Agent, and Wilmington Fund Savings Society, FSB, in its former capacity as administrative agent and collateral agent under the Amended Term Loan Credit Agreement, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit RCF Facility Parties, (viii) the Exit ABL Facility Parties, (ix) the ERO Backstop Parties, (x) the Sponsor, (xi) CastleKnight, and (xii) each Related Party of each of the foregoing Persons in clauses (i) through (xi); *provided*, *however*, that any Holder of a Claim or Interest that (x) files an objection to the Plan, (y) opts out of the Third-Party Release, or (z) is listed in the Schedule of Retained Causes of Action, as applicable, shall not be a "Released Party"; *provided further*, *however*, that notwithstanding the preceding proviso, any Holder of a Claim or Interest that is party to or has otherwise signed the Restructuring Support Agreement or the CastleKnight Settlement shall be a Released Party and Releasing Party for all purposes under the Plan.

190. "*Releases*" has the meaning ascribed to such term in Article VIIIE.

191. "*Releasing Parties*" means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, the Intercompany Credit Agreement Agent, the Third-Out Notes Trustee, the Amended Unsecured Notes Trustee, the Amended Term Loan Agent, and Wilmington Fund Savings Society, FSB, in its former capacity as administrative agent and collateral agent under the Amended Term Loan Credit Agreement, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit ABL Facility Parties and Exit RCF Facility Parties, (viii) the ERO Backstop Parties, (ix) the Sponsor, (x) CastleKnight, (xi) each Related Party of each of the foregoing Persons in clauses (i) through (x), (xii) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiii) the Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiv) the Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release, (xv) the Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release, and (xvi) the Holders of Claims or Interests who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release; *provided* that each Holder of Claims or Interests that is party to or has otherwise signed the Restructuring Support Agreement or CastleKnight Settlement shall not opt out of the Third-Party Release. For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in this Plan are doing so only in their capacity as holders of First-Out Revolving Loans Claims or ABL Facility Claims as of the Petition Date, and any actions taken by the Revolving Credit Lenders in connection with

the Plan and the Restructuring Transactions as well as any releases provided in connection with the Plan are only with respect to such lender's interest in the First-Out Revolving Loans Claims or ABL Facility Claims that are now owned or subsequently acquired by the Revolving Credit Lenders. In addition, the provisions of this Plan shall only apply to such trading desk(s), fund(s), account, branch, unit and/or business group(s) that have a beneficial interest in such Claim and shall not apply to any other trading desk(s), fund(s), account, branch, unit and/or business group(s) of the Revolving Credit Lenders, which, so long as they are not acting at the direction of or for the benefit of such Revolving Credit Lender or such Revolving Credit Lender's investment in the Debtor, will not be considered "Releasing Parties" under the Plan.

192. "*Reorganized Debtors*" means the Debtors as reorganized pursuant to and under the Plan, on and after the Effective Date, or any successors or assigns thereto including by merger, consolidation, or otherwise, and including any new entity established in connection with the implementation of the Restructuring Transactions, including, for the avoidance of doubt, Reorganized Parent.

193. "*Reorganized Parent*" means, PECF USS Holding Corporation or such other Entity as determined in accordance with Article IVC.4 of this Plan.

194. "*Reorganized Parent Board*" means the initial board of directors of Reorganized Parent, as appointed pursuant to Article IV.I and the New Organizational Documents.

195. "*Required Consenting Second-Out Creditors*" has the meaning ascribed to such term in the Restructuring Support Agreement.

196. "*Restructuring*" has the meaning ascribed to such term in the Restructuring Support Agreement.

197. "*Restructuring Expenses*" means (a) "Restructuring Expenses" as defined in the Restructuring Support Agreement, (b) the Junior Notes Trustee Fees and Expenses in an aggregate amount not to exceed $200,000, without prejudice to the right of each Junior Notes Trustee to exercise its Junior Notes Trustee Charging Lien with respect to any unpaid Junior Notes Trustee Fees and Expenses, (c) the unreimbursed reasonable and documented advisor fees and expenses of CastleKnight in an aggregate amount not to exceed $750,000, (d) the Amended Term Loan Agent Fees and Expenses, (e) the First-Out Notes Trustee Fees, and (f) the unreimbursed reasonable and documented fees and expenses of Cleary Gottlieb Steen & Hamilton LLP solely in its capacity as counsel to the First-Out Term Loans Ad Hoc Group in an aggregate amount not to exceed $75,000.

198. "*Restructuring Support Agreement*" means that certain Restructuring Support Agreement, dated as of December 28, 2025, by and among the Debtors and the Consenting Stakeholders, together with all exhibits and schedules thereto, as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms.

199. "*Restructuring Transactions*" has the meaning set forth in the Restructuring Support Agreement.

200. "*Restructuring Transactions Memorandum*" means a summary description of the Restructuring Transactions, including as described in Article IVB to be included in the Plan Supplement that will set forth the material transactions required to effectuate the Restructuring, including any "tax steps memorandum" or other document describing the steps to be taken in connection with such restructuring transactions, in each case, in accordance with the Restructuring Support Agreement and consistent with the other Definitive Documents.

201. "*Revolving Credit Facilities Documents*" means the First-Out/Second-Out Credit Agreement and all other agreements, documents, and instruments delivered or entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, and other security documents, as amended, supplemented, or modified from time to time, as applicable to the First-Out Revolving Loans.

202. "*Revolving Credit Lenders*" means the banks and other financial institutions or entities holding (i) First-Out Revolving Loans under the First-Out/Second-Out Credit Agreement, and/or (ii) ABL Revolving Loans under the ABL Facility Credit Agreement, as applicable.

203. "*Rights Offering Shares*" means New Common Shares constituting 70% of the ERO Amount.

204. "*Schedule of Rejected Executory Contracts and Unexpired Leases*" means the schedule (if any) of Executory Contracts and Unexpired Leases to be rejected by the applicable Debtors as of the Effective Date, as set forth in the Plan or Plan Supplement.

205. "*Schedule of Retained Causes of Action*" means a schedule of Causes of Action of the Debtors that are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time, which, for the avoidance of doubt, shall not include any Causes of Action that are settled, released, or exculpated under this Plan.

206. "*Schedules*" means, collectively, the schedules of assets and liabilities, statements of financial affairs, lists of Holders of Claims and Interests, and all amendments or supplements thereto filed by the Debtors with the Court.

207. "*SEC*" has the meaning ascribed to it in **Error! Reference source not found.**.

208. "*Second-Out Claims*" means all Claims arising under, derived from, based upon, or related to the First-Out/Second-Out Documents (including all "Obligations" as defined in the First-Out/Second-Out Credit Agreement) in respect of the Second-Out Term Loans.

209. "*Second-Out Deficiency Claims*" means all unsecured deficiency Claims arising from or related to the First-Out/Second-Out Documents in respect of the Second-Out Term Loans, which shall be Allowed in an aggregate amount equal to $1,469,610,404.

210. "*Second-Out Term Loans*" has the meaning ascribed to "Second-Out Term Loans" in the First-Out/Second-Out Credit Agreement.

211. "*Secured*" means, as to a Claim, any Claim that is secured by a Lien on property in which any Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to

applicable law or by reason of a Court order, or subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the applicable creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff as determined pursuant to section 506(a) of the Bankruptcy Code.

212. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended, together with the rules and regulations promulgated thereunder.

213. "*Sponsor*" means those affiliates and investment funds managed by Platinum Equity Advisors, LLC or its affiliates that are direct or indirect Holders of Existing Equity Interests. For the avoidance of doubt, "Sponsor" includes PECF USS Holding Corporation and PECF USS Intermediate Holding Corporation.

214. "*Subordinated Claim*" means any Claim that is subject to subordination in accordance with sections 510(b)-(c) of the Bankruptcy Code or otherwise.

215. "*Subscription Rights*" means the rights to participate in the Equity Rights Offering provided to eligible record Holders of Allowed Second-Out Claims consistent with the ERO Documents and to subscribe for the Rights Offering Shares.

216. "*Third-Out Claims*" means all Claims arising under, derived from, based upon, or related to the Third-Out Notes Documents (including all "Obligations" as defined in the Third-Out Notes Indenture), which shall be Allowed in an aggregate amount equal to $204,123,610.

217. "*Third-Out Notes*" means those certain 8.000% senior secured notes due 2030 issued by Vortex Opco, LLC pursuant to the Third-Out Notes Indenture.

218. "*Third-Out Notes Documents*" means, collectively, the Third-Out Notes Indenture and all other agreements, documents, and instruments delivered or entered into in connection therewith, including, but not limited to, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents (each as supplemented or amended from time to time).

219. "*Third-Out Notes Indenture*" means that certain Indenture dated as of August 22, 2024 (as supplemented or amended from time to time) among Vortex Opco, LLC, as issuer, the guarantors from time to time party thereto and the Third-Out Notes Trustee.

220. "*Third-Out Notes Trustee*" means BOKF, N.A. (or any successor) as the successor to Wilmington Trust, National Association, solely in its capacity as successor indenture trustee and notes collateral agent under the Third-Out Notes Indenture.

221. "*Third-Out Notes Trustee Charging Lien*" means any Lien or other priority in payment for Third-Out Notes Trustee Fees and Expenses to which the Third-Out Notes Trustee is entitled pursuant to the Third-Out Notes Documents, on or with respect to distributions made on account of the Third-Out Claims.

222. "*Third-Out Notes Trustee Fees and Expenses*" means all reasonable and documented fees, indemnity claims, costs, and expenses (including reasonable and documented

fees and expenses of counsel) incurred by the Third-Out Notes Trustee under the Third-Out Notes Indenture, whether before or after the Petition Date or before or after the Effective Date.

223. "*Third-Party Release*" has the meaning ascribed to such term in Article VIIIE.

224. *"U.S. Trustee*" means the Office of the United States Trustee for Region 3.

225. "*Unexpired Lease*" means a lease to which one or more of the Debtors are party, which is subject to assumption or rejection in accordance with section 365 of the Bankruptcy Code.

226. "*Unimpaired*" means, with respect to a Class, Claim, Interest, or a Holder of a Claim or Interest, that such Class, Claim, Interest, or Holder is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

227. "*Unsecured Claim*" means any Claim that is not a Secured Claim, other than an Administrative Claim, Priority Claim, or Intercompany Claim.

228. "*Unsecured Funded Debt Claim Recovery*" means Cash in the amount of $4,917,748.53.

229. "*Unsecured Funded Debt Claims*" means, collectively, the (i) Second-Out Deficiency Claims, (ii) Third-Out Claims, and (iii) Amended Unsecured Notes Claims.

230. "*Unsubscribed Equity*" has the meaning ascribed to the term "Rights Offering Backstop Shares" in the ERO Backstop Agreement.

231. "*USS Parent*" means PECF USS Intermediate Holding II Corporation.

B. *Rules of Interpretation*

For purposes of the Plan and unless otherwise specified herein: (1) each term, whether stated in the singular or the plural, shall include, in the appropriate context, both the singular and the plural; (2) each pronoun stated in the masculine, feminine, or neuter gender shall include, in the appropriate context, the masculine, feminine, and the neuter gender; (3) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (4) all references to articles or Articles are references to the Articles hereof; (5) all captions and headings are inserted for convenience of reference only and are not intended to be a part of, or to affect the interpretation of, the Plan; (6) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (7) any reference to an existing document, schedule, or exhibit, whether or not filed, having been filed, or to be filed, shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (8) any reference to an event occurring on a specified date, including on the Effective Date, shall mean that the event will occur on that date or as soon thereafter as reasonably practicable; (9) any reference 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 except as specifically provided herein; *provided* that nothing in this clause (9) shall affect any parties' consent rights over any of the Definitive Documents or any amendments thereto as provided for in the

Restructuring Support Agreement; (10) 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; (11) subject to the provisions of any contract, charter, limited liability company agreements, operating agreements, certificates of incorporation, bylaws, instrument, release, or other agreement or document created or 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 law, including the Bankruptcy Code and Bankruptcy Rules; (12) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (13) any reference to a predecessor or predecessor of a Person in this Plan refers to and includes both immediate predecessors and any predecessors of a predecessor, except as may otherwise be clearly and expressly stated; (14) all references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided; (15) except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires; and (16) 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.

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 or shall occur pursuant to the Plan is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. *Governing Law*

Unless federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, and unless specifically stated otherwise, the laws of the State of New York, without giving effect to the principles of conflict of laws that would require the application of the laws of another jurisdiction, shall govern the rights, obligations, construction, and implementation of the Plan and 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); *provided*, *however*, that corporate or entity governance matters relating to the Debtors or the Reorganized Debtors shall be governed by the laws of the state of incorporation or organization of the relevant Debtor or Reorganized Debtor, as applicable.

E. *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 or the Disclosure Statement, the Confirmation Order shall control.

F. *Consultation, Information, Notice, and Consent Rights*

Notwithstanding anything herein to the contrary, any and all consultation, information, notice, and consent rights of the parties to the Restructuring Support Agreement and the ERO Backstop Agreement (pursuant to the ERO Backstop Order) set forth therein (including the exhibits thereto) with respect to the form and substance of the Plan, all exhibits to the Plan, and all other Definitive Documents or other documents with respect to the implementation of the Plan and the Restructuring Transactions, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article IA hereto) and fully enforceable as if stated in full herein.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the Restructuring Support Agreement (including the exhibits thereto) shall not impair such rights and obligations.

ARTICLE II
ADMINISTRATIVE CLAIMS AND OTHER UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, DIP 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.

A. *Administrative Claims*

Except with respect to the Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of the Judicial Code, DIP Claims and Restructuring Expenses, and unless otherwise agreed by the Holder of an Allowed Administrative Claim and the applicable Debtor, each Holder of an Allowed Administrative Claim shall receive, in full satisfaction of its Allowed Administrative Claim, Cash equal to the Allowed amount of such Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than sixty (60) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business, after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holder of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Court. For the avoidance of doubt, Holders of Administrative Claims shall not be required to file a request for payment with the Court.

B. *Professional Fee Claims*

1. Final Fee Applications

All final requests for payment of Professional Fee Claims incurred prior to the Effective Date must be filed with the Court and served on the Reorganized Debtors, the U.S. Trustee, the Committee, if any, and all other parties that have requested notice in these Chapter 11 Cases by no later than 45 days after the Effective Date, unless the Reorganized Debtors agree otherwise in writing. Objections to Professional Fee Claims must be filed with the Court and served on the Reorganized Debtors and the applicable Professional within 21 days after the filing of the final fee application with respect to the applicable professional fees. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Court and, once approved by the Court, shall be promptly paid in full in Cash from the Professional Fee Escrow Account; *provided*, *however*, that if the funds in the Professional Fee Escrow Account are insufficient to pay in full all Allowed Professional Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article IIA of the Plan. Following the Effective Date, any provision of the Administrative Fee Order requiring Professionals to file an interim fee application shall be waived.

For the avoidance of doubt, the immediately preceding paragraph shall not affect any professional-service Entity that is permitted to receive, and the Debtors are permitted to pay without seeking further authority from the Court, compensation for services and reimbursement of expenses in the ordinary course of the Debtors' businesses (and in accordance with any relevant prior order of the Court authorizing the payment of professionals providing ordinary course services), which payments may continue notwithstanding the occurrence of Confirmation and Consummation.

2. Professional Fee Escrow Account

Each Professional shall, in good faith, estimate its unpaid Professional Fee Claims as of the Effective Date and deliver its estimate to the Debtors' counsel no later than three (3) Business Days before the anticipated Effective Date. No Professional's estimate shall be deemed a limit on the amount of its Professional Fee Claims that is ultimately Allowed. If a Professional does not provide an estimate, the Debtors may themselves estimate the unpaid and unbilled fees and expenses of such Professional as of the anticipated Effective Date for purposes of funding the Professional Fee Escrow Account.

No later than the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund the Professional Fee Escrow Account in an amount in Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders. No Liens, claims, interests, or other encumbrances shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. The funds held in the Professional Fee Escrow Account shall not be property of the Debtors, their Estates, the Reorganized Debtors, or

any of their respective Affiliates. Any funds remaining in the Professional Fee Escrow Account after all final applications for Professional Fee Claims have been resolved by Final Order and all Allowed Professional Fee Claims have been irrevocably paid in Cash, shall revert to the Reorganized Debtors.

3. Post-Effective Date Fees and Expenses

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

C. *DIP Claims*

All DIP Claims shall be deemed Allowed as of the Effective Date in an amount equal to (1) the principal amount outstanding under the DIP Facility on such date, (2) all interest accrued thereon to the date of payment (including interest accrued through the Effective Date) and unpaid, and (3) all accrued and unpaid fees, expenses, and non-contingent indemnification obligations payable under the DIP Facility Documents and the DIP Orders.

On the Effective Date, except to the extent a Holder has agreed to alternative treatment, in full and final satisfaction, settlement, release, discharge of, and in exchange for, each Allowed DIP Claim, each Holder of an Allowed DIP Claim shall receive payment in full in Cash of its Allowed DIP Claim.

D. *Priority Tax Claims*

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

E. *Restructuring Expenses*

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth in the Restructuring Support Agreement and ERO Backstop Agreement (pursuant to the ERO Backstop Order), without the requirement to file a fee application with the Court or for Court review and approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors

at least three (3) Business Days before the anticipated Effective Date; *provided*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses (it being understood that any difference in (a) estimated Restructuring Expenses on and including the Effective Date as compared to (b) Restructuring Expenses actually incurred on and including the Effective Date shall be reconciled following the submission of a final invoice by the relevant Entity following the Effective Date) *provided further* that the Debtors shall provide parties entitled to payment of Restructuring Expenses notice (email to counsel being sufficient) of the Effective Date at least five (5) days' prior to the anticipated occurrence thereof. In addition, on and after the Effective Date, the Reorganized Debtors shall continue to pay, when due and payable in the ordinary course, pre- and post-Effective Date Restructuring Expenses relating to implementation of the Plan and Consummation thereof without any requirement for review or approval by the Court or for any party to file a fee application with the Court, but subject to the terms of any applicable engagement or fee letter. For the avoidance of doubt, CastleKnight shall not be entitled to any recovery on account of fees other than as Restructuring Expenses as provided for herein.

ARTICLE III
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. *Classification of Claims and Interests*

Except for the Claims addressed in Article II hereof, all Claims and Interests are classified in the Classes set forth in this Article III. A Claim or Interest, or any portion thereof, is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest, as applicable, in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

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

The classification of Claims against and Interests in the Debtors is set forth below.

Class	**Claims or Interests**	**Status**	**Voting Rights**
1	Priority Non-Tax Claims	Unimpaired	Not entitled to vote / Presumed to accept
2	Other Secured Claims	Unimpaired	Not entitled to vote / Presumed to accept

Class	Claims or Interests	Status	Voting Rights
3	ABL Facility Claims	Unimpaired	Not entitled to vote / Presumed to accept
4	First-Out Revolving Loans Claims	Unimpaired	Not entitled to vote / Presumed to accept
5	First-Out Term Loans/Notes Claims	Unimpaired	Not entitled to vote / Presumed to accept
6a	Second-Out Claims	Impaired	Entitled to vote
6b	Amended Term Loan Claims	Impaired	Entitled to vote
7	Unsecured Funded Debt Claims	Impaired	Entitled to vote
8	General Unsecured Claims	Unimpaired	Not entitled to vote / Presumed to accept
9	Intercompany Claims	Either Unimpaired or Impaired	Either conclusively presumed to accept / not entitled to vote or deemed to have rejected / not entitled to vote
10	Intercompany Interests	Either Unimpaired or Impaired	Either conclusively presumed to accept / not entitled to vote or deemed to have rejected / not entitled to vote
11	Existing Equity Interests	Impaired	Not entitled to vote / Deemed to reject
12	Subordinated Claims	Impaired	Not entitled to vote / Deemed to reject

B. *Treatment of Claims and Interests*

Subject to Article VII hereof, 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, compromise, settlement, release, and discharge of, and in exchange for, such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the later of the Effective Date and the date such holder's Claim or Interest becomes an Allowed Claim or Allowed Interest or as soon as reasonably practicable thereafter.

1. **Class 1 – Priority Non-Tax Claims**

a. *Classification*: Class 1 consists of all Allowed Priority Non-Tax Claims.

b. *Treatment*: Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practicable thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Non-Tax Claim, each Holder of an Allowed Priority Non-Tax Claim will, at the option of the Debtors or the Reorganized Debtors (i) receive payment in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

c. *Voting*: Class 1 is Unimpaired under the Plan. Holders of Allowed Priority Non-Tax Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

2. **Class 2 – Other Secured Claims**

a. *Classification*: Class 2 consists of all Allowed Other Secured Claims.

b. *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practicable thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Other Secured Claim, at the option of the Debtors or the Reorganized Debtors, each such Holder will receive (i) payment in full in Cash of its Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, (iii) Reinstatement of such Holder's Allowed Other Secured Claim, or (iv) such other treatment that will render such Holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code.

c. *Voting*: Class 2 is Unimpaired under the Plan. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

3. **Class 3 – ABL Facility Claims**

a. *Classification*: Class 3 consists of all Allowed ABL Facility Claims.

b. *Allowance*: The ABL Facility Claims shall be Allowed (i) for the ABL Revolving Loan Claims, in the aggregate principal amount of approximately $153.2 million, plus any and all accrued and unpaid interest, fees, premiums, and all other obligations, amounts, and expenses due and owing under the ABL Facility Documents on account of the ABL Revolving Loan Claims as of the Effective Date (including amounts accrued through the Effective Date); and (ii) for the ABL Letters of Credit Claims, in the aggregate principal amount of approximately $4.1 million plus any and all accrued and unpaid interest, fees, premiums, and all other obligations, amounts, and expenses due and owing under the ABL Facility Documents on account of the ABL Letters of Credit Claims as of the Effective Date (including amounts accrued through the Effective Date); *provided* that the final amount of ABL Revolving Loan Claims or ABL Letters of Credit Claims shall be adjusted upwards or downwards, if applicable and as appropriate, to reflect the issuance

of any new ABL Letters of Credit and any related postpetition paydown of the principal amount of the ABL Facility, in each case, pursuant to the DIP Orders.

c. *Treatment*: Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed ABL Facility Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed ABL Facility Claim, payment in full in Cash, *provided that*, undrawn ABL Letters of Credit will be, at the option of the Debtors or Reorganized Debtors (with the consent of the Required Consenting Second-Out Creditors), (i) cash collateralized, (ii) supported by "back-to-back" letters of credit under the Exit ABL Facility or other facility, or (iii) otherwise treated in a manner acceptable to the issuer.

d. *Voting*: Class 3 is Unimpaired under the Plan. Holders of Allowed ABL Facility Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

4. **Class 4 – First-Out Revolving Loans Claims**

a. Classification: Class 4 consists of all First-Out Revolving Loans Claims.

b. *Allowance*: The First-Out Revolving Loans Claims shall be Allowed in the aggregate principal amount of approximately $100 million, plus any and all accrued and unpaid interest, fees, premiums, and all other obligations, amounts, and expenses due and owing under the First-Out/Second-Out Documents on account of the First-Out Revolving Loans Claims as of the Effective Date (including amounts accrued through the Effective Date).

c. *Treatment*: Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed First-Out Revolving Loans Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First-Out Revolving Loans Claim payment in full in Cash. This treatment reflects the effectuation of the turnover provisions of the applicable Intercreditor Agreements.

d. *Voting*: Class 4 is Unimpaired under the Plan. Holders of Allowed First-Out Revolving Loans Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

5. **Class 5 – First-Out Term Loans/Notes Claims**

a. *Classification*: Class 5 consists of all Allowed First-Out Term Loans/Notes Claims.

b. *Allowance*: The First-Out Term Loans/Notes Claims shall be Allowed (i) for the First-Out Term Loans Claims, in the aggregate amount of $467,824,659.27, which is inclusive of principal, interest, and pre-payment premium due and owing under the First-Out/Second-Out Documents on account of the First-Out Term Loans Claims as of the Effective Date (including amounts accrued through the Effective Date) and (ii) for the First-Out Notes Claims, in the aggregate amount of $10,893,578.67, which is inclusive of principal, interest, and pre-payment

premium due and owing in accordance with the First-Out Notes Documents on account of the First-Out Notes Claims as of the Effective Date (including amounts accrued through the Effective Date).

c. *Treatment*: Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed First-Out Term Loans/Notes Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First-Out Term Loans/Notes Claim, payment in full in Cash. This treatment reflects the effectuation of the turnover provisions of the applicable Intercreditor Agreements.

d. *Voting*: Class 5 is Unimpaired under the Plan. Holders of Allowed First-Out Term Loans/Notes Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

6. **Class 6a – Second-Out Claims**

a. *Classification*: Class 6a consists of all Allowed Second-Out Claims.

b. *Allowance*: The Second-Out Claims shall be Allowed, in the aggregate principal amount of $1,773,313,683.74 plus any and all accrued and unpaid interest, fees, premiums, and all other obligations, amounts, and expenses due and owing under the First-Out/Second-Out Documents on account of the Second-Out Term Loans as of the Effective Date (including amounts accrued through the Effective Date). The amount of the Allowed Secured Claim in respect of the Second-Out Claims shall be $381,077,153.

c. *Treatment*: Except to the extent that a Holder of an Allowed Second-Out Claim agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed Second-Out Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, on account of, and in exchange for, its Allowed Secured Claim in respect of its Second-Out Claim, its Pro Rata share of (i) 100% of the Distributable New Common Shares and (ii) 100% of the Subscription Rights.

d. *Voting*: Class 6a is Impaired under the Plan. Therefore, Holders of Allowed Second-Out Claims are entitled to vote to accept or reject the Plan.

7. **Class 6b – Amended Term Loan Claims**

a. *Classification*: Class 6b consists of all Allowed Amended Term Loan Claims.

b. *Allowance*: The Amended Term Loan Claims shall be Allowed in the aggregate principal amount of $46,225,666.12 plus any and all accrued and unpaid interest, fees, premiums, and all other obligations, amounts, and expenses due and owing under the Amended Term Loan Credit Facility Documents as of the Effective Date (including amounts accrued through the Effective Date).

c. *Treatment*: Except to the extent that a Holder of an Allowed Amended Term Loan Claim agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed Amended Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, on account of, and in exchange for, its Allowed Amended Term Loan Claims, its Pro Rata share of (i) Cash in the amount of $10,598,832.78 and (ii) the Amended Term Loan Exit Term Loan Allocation.

d. *Voting*: Class 6b is Impaired under the Plan. Therefore, Holders of Allowed Amended Term Loan Claims are entitled to vote to accept or reject the Plan.

8. **Class 7 – Unsecured Funded Debt Claims**

a. *Classification*: Class 7 consists of all Allowed Unsecured Funded Debt Claims.

b. *Treatment*: Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed Unsecured Funded Debt Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed Unsecured Funded Debt Claim, its Pro Rata share of the Unsecured Funded Debt Claim Recovery.

c. *Voting*: Class 7 is Impaired under the Plan. Therefore, Holders of Allowed Unsecured Funded Debt Claims are entitled to vote to accept or reject the Plan.

9. **Class 8 – General Unsecured Claims**

a. *Classification*: Class 8 consists of all Allowed General Unsecured Claims.

b. *Treatment*: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practicable thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim will, at the option of the Debtors or the Reorganized Debtors (i) be paid in full in Cash or (ii) receive such other treatment that renders such Holder Unimpaired.

c. *Voting*: Class 8 is Unimpaired under the Plan. Holders of Allowed General Unsecured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

10. **Class 9 – Intercompany Claims**

a. *Classification*: Class 9 consists of all Allowed Intercompany Claims.

b. *Treatment*: On the Effective Date (or as soon as reasonably practicable thereafter), all Allowed Intercompany Claims will be: (i) Reinstated, (ii) adjusted, (iii) converted to equity, set off, settled, distributed or contributed, or (iv) discharged, cancelled, and released, as reasonably determined to be appropriate by the Reorganized Debtors.

c. *Voting*: Claims in Class 9 are either (i) Unimpaired, in which case the Holders of such Claims are conclusively presumed to have accepted the Plan and are, therefore, not entitled to vote on the Plan or (ii) Impaired and not receiving or retaining any property under the Plan, in which case the Holders of such Claims are deemed to have rejected the Plan, and are, therefore, not entitled to vote on the Plan.

11. **Class 10 – Intercompany Interests**

a. *Classification*: Class 10 consists of all Intercompany Interests other than the Existing Equity Interests.

b. *Treatment*: On the Effective Date (or as soon as reasonably practicable thereafter), all Intercompany Interests will be adjusted, Reinstated, or cancelled, as reasonably determined to be appropriate by the Reorganized Debtors.

c. *Voting*: Interests in Class 10 are either (i) Unimpaired, in which case the Holders of such Interests are conclusively presumed to have accepted the Plan and are, therefore, not entitled to vote on the Plan or (ii) Impaired and not receiving or retaining any property under the Plan, in which case the Holders of such Interests are deemed to have rejected the Plan, and are, therefore, not entitled to vote on the Plan.

12. **Class 11 – Existing Equity Interests**

a. *Classification*: Class 11 consists of all Existing Equity Interests.

b. *Treatment*: If Reorganized Parent is a direct or indirect non-Debtor parent of USS Parent or another Entity that upon the consummation of the Restructuring Transactions will directly or indirectly own all of the assets of USS Parent, then the Holders of Existing Equity Interests shall receive no recovery or distribution on account of such Existing Equity Interests and the Existing Equity Interests shall be Reinstated solely for the purposes of maintaining the corporate ownership of USS Parent as contemplated by the Plan and the Restructuring Transactions. If Reorganized Parent is USS Parent, then all Existing Equity Interests shall be discharged, cancelled, released, and extinguished upon the Effective Date and will be of no further force or effect, and Holders of Existing Equity Interests will not receive any distributions on account of such Existing Equity Interests.

c. *Voting*: Class 11 is Impaired and not receiving or retaining any property under the Plan. Holders of Allowed Existing Equity Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

13. **Class 12 – Subordinated Claims**

a. *Classification*: Class 12 consists of all Subordinated Claims.

b. *Treatment*: All Subordinated Claims, if any, shall be discharged, cancelled, released, and extinguished on the Effective Date and shall be of no further force or effect, and

Holders of Subordinated Claims will not receive any distributions on account of such Subordinated Claims.

c. *Voting*: Class 12 is Impaired under the Plan. Holders of Allowed Subordinated Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, 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 impair, prevent or otherwise adversely affect, the Debtors' or Reorganized Debtors' rights and defenses in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, setoffs or recoupment rights against, any such Unimpaired Claims.

D. *Elimination of Vacant Classes*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Court as of the date of the hearing on confirmation of the Plan shall be deemed eliminated from this Plan for purposes, including, without limitation, voting to accept or reject the Plan and 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 that are eligible to vote and no Holders of such Claims or Interests vote to accept or reject this Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted this Plan.

F. *Existing Equity Interests and Intercompany Interests*

To the extent Reinstated under this Plan, (i) distributions on account of the Existing Equity Interests and/or the Intercompany Interests are not being received by Holders of such Existing Equity Interests and/or Intercompany Interests on account of such Interests but solely for the purposes of administrative convenience and due to the importance of maintaining the prepetition corporate structure, including the consolidated tax group, for the ultimate benefit of the holders of New Common Shares, and in exchange for the Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims, and (ii) other than as may be described in the Restructuring Transactions Memorandum, all Intercompany Interests shall be owned on and after the Effective Date by the Reorganized Debtor that is the successor in interest to the Debtor that owned such Intercompany Interests immediately prior to the Effective Date.

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

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by one or more of the Classes entitled to vote pursuant to Article IIIB of this Plan. The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve

the right to modify this Plan in accordance with Article X hereof and the terms of the Restructuring Support Agreement (including the consent rights provided therein) and the CastleKnight Settlement to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. *Subordinated Claims and Interests*

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

ARTICLE IV
MEANS FOR IMPLEMENTATION OF PLAN

A. *General Settlement of Claims and Interests*

Pursuant to section 1123 of the Bankruptcy Code, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute an arms' length and good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies resolved pursuant to the Plan. All distributions made to Holders of Allowed Claims and Allowed Interests in any Class in accordance with the Plan are intended to be, and shall be, final and indefeasible and reflect the settlement and compromises set forth herein, including that the distributions and recoveries set forth in Article III hereof shall be limited to the treatment and recoveries described therein and in no way shall give effect to any Claims or rights to distribution or recoveries that may be asserted under the Intercompany Credit Agreement Documents by Vortex Opco, LLC.

B. *Restructuring Transactions*

Prior to, on, or after the Effective Date, subject to and consistent with the terms of their obligations under the Plan, the Restructuring Support Agreement, the CastleKnight Settlement, and the ERO Backstop Agreement (pursuant to the ERO Backstop Order) (in each case, including any consent rights set forth therein), the Debtors and Reorganized Debtors, as applicable, shall be authorized to enter into such transactions and take such other actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Plan, and as set forth in and consistent with the Restructuring Transactions Memorandum, including: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan, the Restructuring Support Agreement, and other applicable Definitive Documents, and that satisfy the requirements of applicable law; (2) the execution and delivery of

appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, the Restructuring Support Agreement, and other applicable Definitive Documents; (3) the filing of appropriate certificates of incorporation, merger, migration, conversion, consolidation, or other organizational documents with the appropriate governmental authorities pursuant to applicable law; (4) the implementation of the Equity Rights Offering pursuant to the terms and conditions set forth in the ERO Backstop Agreement (pursuant to the ERO Backstop Order), ERO Procedures and any other ERO Documents; (5) the execution and delivery of the New Organizational Documents and the issuance, distribution, reservation, or dilution, as applicable, of the New Common Shares; (6) the execution and delivery of the Exit Term Loan Facility Documents, Exit RCF Facility Documents, ERO Documents, and Exit ABL Facility Documents; (7) implementation of the Management Incentive Plan; and (8) all other actions that the Reorganized Debtors determine are necessary or appropriate; *provided* that such other actions are consistent with the terms of the Plan, the Restructuring Support Agreement, and the other applicable Definitive Documents.

The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions that may be necessary or appropriate to effect any Restructuring Transaction, including, without limitation, the items described above.

C. *Sources of Consideration for Restructuring Transactions*

1. Cash

The Debtors and the Reorganized Debtors, as applicable, shall fund distributions under the Plan required to be paid in Cash from Cash on hand, including Cash from operations, the proceeds of the DIP Facility, the Equity Rights Offering, the Exit ABL Facility, Exit RCF Facility, and the Exit Term Loan Facility.

The Reorganized Debtors shall use the proceeds of the Exit Term Loan Facility, the Exit RCF Facility, the Exit ABL Facility, and the Equity Rights Offering to: (a) pay distributions on account of Allowed DIP Claims in accordance with Article IIC; (b) pay all outstanding Restructuring Expenses as required by the Plan; (c) fund the Professional Fee Escrow Account; and (d) pay Allowed Claims to the extent provided for in Article II and Article III of the Plan. The Reorganized Debtors may use any remaining proceeds from the Exit Term Loan Facility, the Exit RCF Facility, the Exit ABL Facility, and the Equity Rights Offering (a) to make any other payments authorized under the Plan and (b) for working capital and general corporate purposes after the Effective Date.

2. Exit Term Loan Facility, Exit RCF Facility, and Exit ABL Facility

On the Effective Date, the Reorganized Debtors shall borrow funds under (a) the Exit Term Loan Facility as provided in the Exit Term Loan Facility Documents, (b) the Exit RCF Facility as provided in the Exit RCF Facility Documents, and (c) the Exit ABL Facility as provided in the Exit ABL Facility Documents.

The Confirmation Order shall constitute approval of (a) the Exit Term Loan Facility and the Exit Term Loan Facility Documents, (b) the Exit RCF Facility and the Exit RCF Facility

Documents and (c) the Exit ABL Facility and the Exit ABL Facility Documents (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or Reorganized Debtors in connection therewith) to the extent not approved by the Court earlier, and the Reorganized Debtors shall be authorized to execute and deliver all documents, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, necessary or appropriate to incur loans under the Exit Term Loan Facility, the Exit RCF Facility and the Exit ABL Facility without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval, subject to (a) such modifications as the Reorganized Debtors and the Exit Term Loan Parties may mutually agree to be necessary to consummate the Exit Term Loan Facility, (b) such modifications as the Reorganized Debtors and the Exit RCF Facility Parties may mutually agree to be necessary to consummate the Exit RCF Facility and (c) such modifications as the Reorganized Debtors and the Exit ABL Facility Parties may mutually agree to be necessary to consummate the Exit ABL Facility.

Each of the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents shall constitute legal, valid, binding and authorized joint and several obligations of the applicable Reorganized Debtors, enforceable in accordance with their respective terms, and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (whether equitable, contractual or otherwise) for any purposes whatsoever under applicable law, the Plan or the Confirmation Order, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. The financial accommodations to be extended pursuant to the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

On the Effective Date, all Liens and security interests granted pursuant to, or in connection with the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, or the Exit ABL Facility Documents, as applicable, shall (i) be deemed approved, (ii) be valid, binding, perfected, non-avoidable and enforceable Liens on and security interests in the property described in the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, or the Exit ABL Facility Documents, as applicable, with the priorities established in respect thereof under applicable non-bankruptcy law and any applicable intercreditor agreements, without the need for the taking of any further filing, recordation, approval, consent or other action, and be subject only to such Liens as may be permitted under the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, or the Exit ABL Facility Documents, as applicable, and (iii) not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (whether equitable, contractual or otherwise) for any purpose whatsoever under any applicable law, the Plan, or the Confirmation Order and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law.

The Reorganized Debtors and the persons granted Liens and security interests under the Exit Term Loan Facility, the Exit RCF Facility or the Exit ABL Facility are 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 applicable state, provincial, federal, or other law (whether domestic or foreign) 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 without the need for any filings, recordings, or consents) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. Equity Rights Offering and ERO Backstop Agreement

Pursuant to the ERO Procedures, on the Effective Date, the Reorganized Parent will sell Rights Offering Shares to participating holders of Subscription Rights, including the ERO Backstop Parties. In the Equity Rights Offering, Holders of Allowed Second-Out Claims will be able to purchase a pro rata percentage of the Rights Offering Shares. The number of shares to be issued or delivered as New Common Shares, including ERO Equity, will be determined shortly before the Effective Date.

The ERO Equity, including the Direct Investment Shares, will be issued or delivered at the ERO Per Share Subscription Price.

The Rights Offering Shares offered in the Equity Rights Offering will be backstopped, severally and not jointly, by the ERO Backstop Parties pursuant to the ERO Backstop Agreement and the CastleKnight Settlement. The Reorganized Debtors will pay the ERO Backstop Premium in the form of the ERO Backstop Premium Shares to the ERO Backstop Parties on the Effective Date in accordance with the terms and conditions set forth in the ERO Backstop Agreement and the ERO Backstop Order or, in the circumstances provided in the ERO Backstop Agreement, pay the ERO Backstop Cash Premium to the ERO Backstop Parties upon termination of the ERO Backstop Agreement.

Pursuant to the ERO Documents, the Direct Investment Shares shall be purchased by and distributed to the ERO Backstop Parties. The Rights Offering Shares shall be purchased by and distributed to participating holders of Subscription Rights, including the ERO Backstop Parties, on the terms set forth in ERO Documents.

The Subscription Rights that a Holder of an Allowed Second-Out Claim has validly elected to exercise shall be deemed issued and exercised on or about (but in no event after) the Effective Date. Once the Subscription Rights have been exercised pursuant to the terms of the ERO Backstop Agreement and the ERO Procedures, the Reorganized Debtors shall be authorized to issue or deliver the number of shares of Rights Offering Shares necessary to satisfy such exercise. Pursuant to the ERO Backstop Agreement and ERO Backstop Order, the ERO Backstop Parties shall purchase, severally and not jointly, their applicable portion of any Unsubscribed Equity in accordance with the terms and conditions set forth in the ERO Backstop Agreement and the ERO Procedures.

Entry of the ERO Backstop Order and the Confirmation Order shall constitute Court approval of the Equity Rights Offering (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by the Debtors and Reorganized Debtors in connection therewith). On the Effective Date, the rights and obligations of the Debtors under the ERO Backstop Agreement shall vest in the Reorganized Debtors.

Each holder of Subscription Rights that receives Rights Offering Shares as a result of exercising its Subscription Rights shall be subject to the provisions applicable to the holders of New Common Shares as set forth in this Article IVC.

4. New Common Shares

The Debtors are part of a consolidated federal income tax group of which a non-Debtor Entity, PECF USS Holding Corporation, is the ultimate parent. However, PECF USS Holding Corporation and its direct subsidiary that holds or controls the Existing Equity Interests are neither controlled by the Debtors nor constitute obligors under the Debtors' existing debt. A deconsolidation of the Debtors' federal income tax group could lead to significant cash tax liability for the Reorganized Debtors. Therefore, the Ad Hoc Group has reached an agreement with PECF USS Holding Corporation that prevents a tax deconsolidation of the Debtors and Reorganized Debtors. The Restructuring Transactions Memorandum will set forth the steps that will be taken in order to effectuate the transfer of the shares of PECF USS Holding Corporation in exchange for the PECF USS Holding Corporation's Equity Owner Consideration as provided for under the Restructuring Support Agreement and the ERO Backstop Agreement. Notwithstanding anything herein to the contrary, if the Required Consenting Second-Out Creditors, the Debtors and the relevant Entity consent, then Reorganized Parent may be such other Entity as agreed to by such parties, in a manner otherwise consistent with the foregoing.

The Reorganized Debtors shall be authorized to issue or deliver New Common Shares pursuant to the New Organizational Documents. The issuance of the New Common Shares shall be authorized without the need for any further corporate action and without any further action by the Debtors or Reorganized Debtors, as applicable. On the Effective Date, the New Common Shares shall be issued or delivered and distributed pursuant to, and in accordance with, the Plan and any Plan Supplement document, including the Restructuring Transactions Memorandum.

All of the New Common Shares issued or delivered pursuant to this Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of the New Common Shares shall be deemed to constitute its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms.

D. *Corporate Existence*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, including the Restructuring Transactions Memorandum, each Reorganized Debtor and its direct and indirect subsidiaries shall continue to exist after the Effective Date as a separate corporation, limited liability company, limited partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, limited partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which the applicable Debtor is incorporated or formed and pursuant to its bylaws, limited liability company agreement, operating agreement, limited partnership agreement (or other formation documents) in effect prior

to the Effective Date, except to the extent such formation documents are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval of the Court, or any other Entity (other than any requisite filings required under applicable law).

E. *Vesting of Assets in the Reorganized Debtors*

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, including the Restructuring Transactions Memorandum, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of each Estate, all Causes of Action (including, without limitation, all Causes of Action identified in the Schedule of Retained Causes of Action), and any property acquired by the Debtors pursuant to the Plan shall vest in the Reorganized Debtors, free and clear of all Liens, Claims, charges, interests, or other encumbrances other than the Liens securing the obligations under the Exit Term Loan Facility, the Exit RCF Facility, the Exit ABL Facility and such other Liens or other encumbrances as may be permitted thereby. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court, or any other Entity and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code.

The Plan shall be conclusively deemed to be adequate notice that Liens, Claims, charges, interests, and other encumbrances are being extinguished.

F. *Cancellation of Loans, Securities, and Agreements*

On the Effective Date (except as otherwise provided in the Plan, the Confirmation Order, the Restructuring Support Agreement, the ERO Documents, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Exit ABL Facility Documents, and any agreement, instrument or other document entered into in connection with or pursuant to the Plan), (1) all credit agreements, security agreements, indentures, guarantees, equity securities, shares, equity awards, purchase rights, options, warrants, intercreditor agreements, notes, instruments, certificates, and other documents evidencing indebtedness or ownership of the Debtors giving rise to Claims or Interests (except, in each case, those that give rise to Claims or Interests that are Reinstated under the Plan) shall be cancelled and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full, and the Agents/Trustees and the DIP Agent shall be released from all duties thereunder without any need for further action or approval of the Court, or any holder thereof or any other person or Entity and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligation of or ownership interest in the Debtors that are specifically Reinstated pursuant to the Plan) shall be deemed satisfied in full, cancelled, released, and discharged without any need for further action or approval of the Court, or any holder thereof or

any other person or Entity. The Agents/Trustees and the DIP Agent shall be deemed to have received any necessary direction for them to effectuate the terms of the Plan.

Notwithstanding Confirmation or the occurrence of the Effective Date, any document described in the immediately preceding paragraph that governs the rights of the Holders of Claims or Interests shall continue in effect solely for purposes of (a) enabling Holders of Allowed Claims and Allowed Interests to receive and accept distributions under the Plan as provided herein, and to take other actions required or permitted under the Plan on account of Allowed Claims; (b) governing the contractual rights and obligations among the Agents/Trustees or DIP Agent and the lenders or holders party thereto (including, without limitation, indemnification, contribution, expense reimbursement, distribution provisions, and any charging liens); (c) permitting the Agents/Trustees and the DIP Agent to perform any functions that are necessary to effectuate the immediately foregoing, including appearing and being heard in the Chapter 11 Cases or in any other court or proceeding in the Court relating to the First-Out/Second-Out Credit Agreement, the First-Out Notes Documents, the Third-Out Notes Documents, the Amended Unsecured Notes Indenture, the Amended Term Loan Credit Facility Documents, or the ABL Facility Credit Agreement, as applicable, and in furtherance of the foregoing; (d) permitting the Agents/Trustees and the DIP Agent to enforce any rights or obligations owed to them under the Plan, the Confirmation Order, or other documents incorporated therein, including allowing the Agents/Trustees and the DIP Agent to submit invoices for any amount and enforce any obligation owed to them under the Plan to the extent authorized or allowed by the applicable documents; (e) permitting the Agents/Trustees and the DIP Agent to take any action and execute any documents necessary to terminate, cancel, extinguish, and/or evidence the release of any and all Liens and other security interests with respect to the ABL Facility Claims, First-Out Claims, the Second-Out Claims, the Second-Out Deficiency Claims, the Third-Out Claims, the Amended Term Loan Claims, the Intercompany Credit Agreement Claims, or the DIP Claims, including, without limitation, the preparation and filing, in form, substance, and content reasonably acceptable to the applicable Agents/Trustees or DIP Agent, of any and all documents necessary to terminate, satisfy, or release any Liens and other security interests held by the applicable Agents/Trustees or DIP Agent, including UCC-3 termination statements; (f) permitting the Agents/Trustees and the DIP Agent to appear in the Chapter 11 Cases or in any proceeding of the Court or any other court in furtherance of the foregoing; (g) allowing and preserving the rights of the Agents/Trustees to (1) receive compensation or reimbursement, solely to the extent provided for in the Plan, for reasonable fees and expenses incurred in connection with the implementation, consummation, and defense of the Plan or the Confirmation Order and (2) preserve, maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or subrogation, or any other claim or entitlement that the Agents/Trustees may have under the Plan; (h) permitting the Reorganized Debtors and any other Disbursing Agent, as applicable, to make distributions on account of the applicable Claims and/or Interests, as applicable; and (i) furthering any other purpose set forth in the Restructuring Support Agreement or the Plan, including the issuance of New Common Shares.

For the avoidance of doubt, on and after the final distribution on account of the Notes Claims in accordance with Article VI hereof, or notice from the Debtors or Reorganized Debtors, as applicable, that there will be no further distribution on account of the foregoing, (i) the First-Out Notes, Third-Out Notes, or Amended Unsecured Notes, as applicable, shall thereafter be deemed to be null, void, and worthless, and (ii) at the request of the First-Out Notes Trustee, Third-

Out Notes Trustee, or Amended Unsecured Notes Trustee, as applicable, DTC shall take down the relevant position relating to the First-Out Notes, Third-Out Notes, or Amended Unsecured Notes, as applicable, without any requirement of indemnification or security on the part of the Debtors, the Reorganized Debtors, the First-Out Notes Trustee, the Third-Out Notes Trustee, or Amended Unsecured Notes Trustee, as applicable, or any other party.

If the record holder of any First-Out Notes, Third-Out Notes or Amended Unsecured Notes is DTC or its nominee or another securities depository or custodian thereof, and such First-Out Notes, Third-Out Notes, or Amended Unsecured Notes are represented by a global security held by or on behalf of DTC or such other securities depository of custodian, then each such holder of the First-Out Notes, Third-Out Notes, or Amended Unsecured Notes shall be deemed to have surrendered such holder's note, debenture, or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

Upon the payment in full or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the Holder of such Allowed Other Secured Claim shall deliver to the Reorganized Debtors any collateral or other property of a Debtor held by such Holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its satisfied Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or *lis pendens*, or similar interests or documents.

G. *Corporate and Other Entity Action*

On the Effective Date, all actions contemplated by the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be deemed authorized and approved in all respects, including, as applicable: (1) appointment of the New Boards pursuant to Article IVI and any other managers, directors, or officers for the Reorganized Debtors identified in the Plan Supplement; (2) the issuance or delivery and distribution of the New Common Shares, including on account of the Equity Rights Offering and the Management Incentive Plan (to the extent applicable); (3) adoption of the New Organizational Documents; (4) entry into the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Exit ABL Facility Documents, and the ERO Documents; (5) implementation of the Restructuring Transactions; (6) the assumption, assumption and assignment, or rejection, as applicable, of Executory Contracts and Unexpired Leases; and (7) all other actions contemplated under or required to consummate the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate or other Entity structure, and any corporate or other Entity action required by the Debtors or Reorganized Debtors in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action or approval by the security holders, managers, or officers of the Debtors or the Reorganized Debtors. Prior to, on, or after the Effective Date (as appropriate), all actions required by this Plan that would otherwise require approval of the security holders, directors, officers, managers, members, or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on, or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the security holders, directors, officers, managers, members or partners of the Debtors or the Reorganized Debtors, or the need for any approvals, authorizations, actions, or consents of

any Person or Entity. The authorizations and approvals contemplated by this Article IVG shall be effective notwithstanding any requirements under applicable non-bankruptcy law.

H. *New Organizational Documents*

On the Effective Date, Reorganized Parent shall adopt the New Organizational Documents, which shall become effective and binding in accordance with their terms and conditions, in each case without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any person or Entity. On or prior to the Effective Date or as soon thereafter as is practicable, the Reorganized Debtors shall, if so required under applicable state law, file their New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation or formation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the laws of their respective states, provinces, or countries of incorporation or formation, and their respective New Organizational Documents, without further order of the Court.

Each holder of New Common Shares shall be deemed to have executed, be a party to and be bound by the terms of the New Organizational Documents from and after the Effective Date, even if not an actual signatory thereto and without the need to deliver signature pages thereto.

I. *Directors and Officers of Reorganized Debtors*

As of the Effective Date, unless otherwise stated herein, in the Plan Supplement, or the applicable New Organizational Documents, the terms of the current members of the boards of directors or managers (as applicable) of the Debtors shall expire, such directors or managers (as applicable) shall be deemed to have resigned, and the initial members of the New Boards and the officers of each Reorganized Debtor shall be appointed in accordance with the respective New Organizational Documents. The members of the New Boards will be identified in the Plan Supplement to the extent known. Each such director, manager, and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors and may be replaced or removed in accordance with such documents.

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

1. Reorganized Parent Board

The initial Reorganized Parent Board shall be appointed on the Effective Date in accordance with the Restructuring Support Agreement and the New Organizational Documents. The members of the initial Reorganized Parent Board shall be disclosed in the Plan Supplement to the extent known.

2. Officers of Reorganized Debtors

Except as otherwise provided in the Plan Supplement, the officers of the Debtors immediately before the Effective Date shall serve as the initial officers of the respective Reorganized Debtors on and after the Effective Date, except those officers who are employed by or partners of the Sponsor who shall be deemed to have resigned and shall bear no further duties to any of the Debtors or Reorganized Debtors. From and after the Effective Date, the selection of officers of the Reorganized Debtors shall be as provided by their respective organizational documents.

3. New Subsidiary Boards

On the Effective Date, the New Subsidiary Boards shall be appointed in accordance with the applicable New Organizational Documents or as set forth in the Plan Supplement.

J. *Exemption from Securities Laws*

Prior to the Petition Date, the Debtors relied on section 4(a)(2) of the Securities Act, and similar state securities law provisions ("***Blue Sky Laws***") or Regulation S under the Securities Act, to exempt from registration under the Securities Act and Blue Sky Laws the offering of (i) the Distributable New Common Shares and (ii) the Subscription Rights, in each case (i) and (ii) on account of Allowed Second-Out Claims described in this Plan, including in connection with the solicitation of votes to accept or reject the Plan. After the Petition Date, the Debtors will rely on (a) section 1145(a) of the Bankruptcy Code to exempt from registration under the Securities Act and Blue Sky Laws the offer, issuance or delivery, and distribution, if applicable, of (i) the Distributable New Common Shares on account of Allowed Second-Out Claims and (ii) the ERO Backstop Premium Shares in exchange for an Administrative Claim, and to the extent such exemption is not available, then the offer and issuance or delivery of (i) such Distributable New Common Shares on account of Allowed Second-Out Claims and (ii) such ERO Backstop Premium Shares will be offered, issued or delivered, and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws, and (b) Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, or Regulation S under the Securities Act, and similar Blue Sky Laws provisions, to exempt from registration under the Securities Act and Blue Sky Laws the offer and issuance or delivery, if applicable, of the Subscription Rights, and the ERO Equity.

1. Section 4(a)(2) of the Securities Act, Regulation D and Regulation S

Any securities issued or delivered pursuant to Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, or Regulation S under the Securities Act will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned, or otherwise

transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law. In that regard, each Holder of an Allowed Second-Out Claim participating in the Equity Rights Offering will be required to make, and each of the ERO Backstop Parties has made, customary representations to the Debtors, including that each is an "accredited investor" (within the meaning of Rule 501(a) of the Securities Act), a qualified institutional buyer (as defined under Rule 144A promulgated under the Securities Act) or is not a U.S. person (as defined in Regulation S under the Securities Act). Section 4(a)(2) of the Securities Act provides that the issuance or delivery of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the SEC under the Securities Act. Regulation S provides that the offering or issuance or delivery of securities to persons that, at the time of the issuance or delivery, were outside of the United States and were not "U.S. persons" (and were not purchasing for the account or benefit of a "U.S. person") within the meaning of Regulation S is exempt from registration under Section 5 of the Securities Act. Any Persons receiving restricted securities under this Plan should consult with their own counsel concerning the availability of an exemption from registration for resale of these securities under the Securities Act and other applicable law.

2. Section 1145 Exemption

Pursuant to section 1145 of the Bankruptcy Code, the offer, issuance, and distribution under this Plan of any Distributable New Common Shares on account of a Second-Out Claim and the ERO Backstop Premium Shares which constitute Administrative Claims in the Chapter 11 Cases shall (a) be exempt, without further act or actions by any Entity, from registration under the Securities Act and any other applicable U.S. state or local law requiring registration for the offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security to the fullest extent permitted by section 1145 of the Bankruptcy Code, (b) (i) not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (ii) be freely tradable and transferable by any initial recipient thereof that (w) is not an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (x) has not been such an "affiliate" within ninety (90) calendar days of such transfer, (y) has not acquired the New Common Shares or Subscription Rights from an "affiliate" of the Reorganized Debtors within one year of such transfer, and (z) is not an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code, and (c) be freely tradable by the recipients thereof, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (ii) compliance with applicable securities laws and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such securities or instruments, and (iii) the restrictions in the New Organizational Documents.

Any transfer agent, or other similarly situated agent, trustee, or other non-governmental Entity shall accept and rely upon the Plan and Confirmation Order in lieu of a legal opinion for purposes of determining whether the initial offer or the delivery and sale of the New Common Shares were exempt from registration under section 1145(a) of the Bankruptcy Code, and whether the New Common Shares were, under the Plan, validly issued, fully paid, and non-assessable.

The Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order to any Entity (including DTC or any transfer agent for the New Common Shares) with respect to the treatment of the New Common Shares to be issued or delivered under

the Plan under applicable securities laws. DTC or any transfer agent for the New Common Shares shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Common Shares to be issued or delivered under the Plan are exempt from registration or eligible for DTC book-entry delivery, settlement, and depository services, and whether the New Common Shares are, under the Plan, validly issued, fully paid, and non-assessable. Notwithstanding anything to the contrary in this Plan, no Entity (including DTC or any transfer agent for the New Common Shares) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Shares to be issued or delivered under the Plan are exempt from registration, and whether the New Common Shares were, under the Plan, validly issued, fully paid, and non-assessable.

K. *Effectuating Documents; Further Transactions*

On and after the Effective Date, the Reorganized Debtors and the officers and members of the New Boards are authorized to, and may issue, execute, deliver, file, or record, such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, and the securities issued or delivered pursuant to the Plan in the name, 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 New Organizational Documents.

L. *Section 1146 Exemption*

Pursuant to and to the fullest extent provided in section 1146(a) of the Bankruptcy Code, (1) the issuance, transfer, or exchange of any securities, instruments, or documents, (2) the creation of any lien, mortgage, deed of trust, or other security interest, (3) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including, without limitation, any deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan or the reinvesting, transfer, or sale of any real or personal property of the Debtors pursuant to, in implementation of, or as contemplated in the Plan (whether to one or more of the Reorganized Debtors or otherwise), (4) the grant of collateral under the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, and (5) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, FCC filing or recording fee, other regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, the Confirmation Order will order and direct each recorder of deeds or similar official for any county, city, or Governmental Unit in which any instrument hereunder is to be recorded to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

M. *Preservation of Causes of Action*

Unless any Causes of Action against any Entity are expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors or Reorganized Debtors, as applicable, 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, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released or exculpated pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Person or 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 or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any person or Entity.** Unless any Cause of Action against a Person or Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Court, 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 all Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may have against any Person or Entity shall vest in the applicable Reorganized Debtor. 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 Court, except to the extent otherwise required by Federal Rule of Civil Procedure 23.1(c) pursuant to Bankruptcy Rule 7023.1. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Article IVM include any claim or Cause of Action with respect to, or against, a Released Party or Exculpated Party.

N. *Management Incentive Plan*

Within one hundred twenty (120) days following the Effective Date, the Reorganized Parent Board shall adopt the Management Incentive Plan, which will provide for the grants of equity and equity-based awards to employees, directors, consultants, and other service providers of the Reorganized Debtor(s), as determined at the discretion of the Reorganized Parent Board. The terms and conditions, including with respect to participants, allocation, timing, and the form and structure of the equity or equity-based awards, shall be determined at the discretion of the

Reorganized Parent Board after the Effective Date. For the avoidance of doubt, New Common Shares issued on account of the Management Incentive Plan will dilute any then-outstanding New Common Shares, including New Common Shares issued or delivered on account of the Equity Rights Offering and the ERO Backstop Agreement.

O. *DTC Eligibility*

The Debtors and the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to promptly make the New Common Shares, other than any New Common Shares required to bear a "restricted" legend under applicable securities laws (which shall be deposited in DTC to the extent permitted by DTC, otherwise in book entry form) eligible for deposit with DTC.

ARTICLE V
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption by Default*

Except as otherwise provided in this Plan, each Executory Contract and Unexpired Lease shall, subject to the consent of the Required Consenting Second-Out Creditors (which shall not be unreasonably withheld, delayed, or conditioned), be deemed assumed without the need for any further notice to or action, order, or approval of the Court as of the Effective Date, and the Debtors' rights under each Executory Contract or Unexpired Lease shall vest in the applicable Reorganized Debtors, unless such Executory Contract or Unexpired Lease (a) was previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or was terminated pursuant to its own terms; (c) is the subject of a motion to reject such Executory Contract or Unexpired Lease that is pending on the Effective Date; or (d) is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases (if any). Any provision in an Executory Contract or Unexpired Lease that restricts, purports to restrict, or is breached or deemed breached by, the Executory Contract's or Unexpired Lease's assumption or assumption and assignment (including a "change of control" provision), shall be deemed modified or stricken such that the applicable counterparty shall not be entitled to terminate its Executory Contract or Unexpired Lease or to exercise any other rights on account of any default. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assumption and assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Court approving the above-described assumptions and assignments.

Except as otherwise specifically set forth herein, assumptions of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to this Article VA or by any order of the Court, which has not been assigned to a third party prior to the Effective Date, shall revest in, and be fully enforceable by, the applicable Reorganized Debtors in accordance with its terms (including any amendments that were made after the Petition Date), except as such terms are modified by the provisions of the Plan or any order of the Court authorizing and providing for its assumption. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

Except as otherwise provided herein or agreed to by the Debtors (with the consent of the Required Consenting Second-Out Creditors, which consent shall not be unreasonably withheld, delayed, or conditioned) and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

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

B. *Assumed Executory Contracts and Unexpired Leases*

The Cure for each assumed Executory Contract or Unexpired Lease shall be Allowed in the amount of $0.00 unless (a) the Plan expressly provides otherwise, (b) a Final Order is entered Allowing the Cure in a different amount, or (c) the Reorganized Debtors otherwise agree to Allow a Cure in a different amount.

Any dispute regarding the assumption or assumption and assignment of an Executory Contract or Unexpired Lease, including all requests for payment of Cure costs that differ from the amounts paid or proposed to be paid by the Debtors or Reorganized Debtors or any styled as an objection to Confirmation, must be filed with the Court on or before twenty (20) days after the Effective Date (the "***Contract Objection Deadline***"). If, within twenty (20) days of the Contract Objection Deadline, the Debtors reduce a previously proposed Cure or decide to assume (or assume and assign) an Executory Contract or Unexpired Lease that was previously proposed to be rejected, then the counterparty to such affected Executory Contract or Unexpired Lease shall have twenty (20) days after its receipt of notice thereof to file an objection to such Cure reduction or proposed assumption (or assumption and assignment) of such Executory Contract or Unexpired Lease. Any such request that is not timely filed shall be Disallowed and forever barred, estopped and enjoined from assertion, and shall not be enforceable against any Debtor or Reorganized Debtor, without the need for any objection by the Debtors or Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Court. Any Cure costs shall be deemed fully satisfied, released and discharged upon payment by the Debtors or Reorganized Debtors of the applicable Cure costs. Any such objection will be scheduled to be heard by the Court at the hearing on confirmation of the Plan or such other time as requested by the Debtors for which such objection is timely filed. Such disputes shall not prevent or delay Confirmation or the occurrence of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. If an application for Allowance of a Cure is resolved or determined unfavorably to the applicable Debtor, then such Debtor or corresponding Reorganized Debtor, as applicable, may either affirm the assumption and

pay the Cure in accordance with such resolution or reject the applicable Executory Contract or Unexpired Lease, in which case the counterparty may file a proof of Claim within thirty (30) days after being served notice of the rejection.

If there is any dispute regarding any Cure costs, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of any Cure costs shall occur as soon as reasonably practicable after (1) entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment) or (2) as may be agreed upon by the Debtors (with the consent of the Required Consenting Second-Out Creditors, which shall not be unreasonably withheld, delayed, or conditioned) or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease. The Debtors (with the consent of the Required Consenting Second-Out Creditors, which shall not be unreasonably withheld, delayed, or conditioned) and the Reorganized Debtors, as applicable, reserve the right at any time to move to reject any Executory Contract or Unexpired Lease based upon the existence of any such unresolved dispute.

Allowance and payment of a Cure in accordance with the Plan (including in the amount of $0.00, if applicable) shall constitute full and final satisfaction of all Claims arising from any defaults under an assumed Executory Contract or Unexpired Lease, whether monetary or not, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, that arose under such Executory Contract or Unexpired Lease at any time before the date that the Executory Contract or Unexpired Lease was assumed, and such Cure shall be released and discharged upon such payment by the Debtors or Reorganized Debtors of such Cure cost. The Debtors or Reorganized Debtors, as applicable, also may settle any Cure costs without any further notice to or action, order, or approval of the Court. **Any and all proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article VB, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Court.**

Entry of the Confirmation Order shall constitute the Court's finding of adequate assurance of future performance under all assumed Executory Contracts and Unexpired Leases.

C. *Rejected Executory Contracts or Unexpired Leases*

A counterparty to a rejected Executory Contract or Unexpired Lease must file any proof of Claim for damages resulting from the rejection of its Executory Contract or Unexpired Lease within thirty (30) days following entry of the order (including the Confirmation Order, if applicable) approving such rejection. **Any Claim arising from the rejection of an Executory Contract or Unexpired Lease for which a proof of Claim has not been filed with the Court within such time shall be automatically Disallowed, released, and discharged, and forever barred from assertion without the need for any objection or further notice to, or action, order, or approval of, the Court, and such Claim shall not be enforceable against the Debtors, the Estates or the Reorganized Debtors, as applicable.** Any such Claim arising from the rejection of an Executory Contract or Unexpired Lease shall be classified as General Unsecured

Claims and shall be treated in accordance with the Plan, the Bankruptcy Code, and applicable non-bankruptcy law.

D. *Particular Contracts and Leases*

1. Insurance Policies

Except as otherwise explicitly provided with respect to an Insurance Policy, all Insurance Policies, including D&O Policies, shall be assumed by the applicable Reorganized Debtors on the Effective Date and shall continue in full force and effect.

The automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in the Plan, if and to the extent applicable, shall be deemed lifted, solely with respect to insurance providers, claimants with valid workers' compensation Claims, and named beneficiaries of any Insurance Policy, solely to permit: (a) (i) workers' compensation claimants and named beneficiaries to proceed with their Claims and (ii) claimants to proceed with Claims with respect to which an order has been entered by the Court granting a relief from the automatic stay or the injunction set forth in the Plan to proceed under an Insurance Policy; and (b) insurance providers to administer, defend, settle, and pay, (i) workers' compensation Claims, (ii) direct claims against the Insurers under applicable non-bankruptcy law, and (iii) all costs in relation to each of the foregoing.

Confirmation shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the assumption of the D&O Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed under the Plan. The Debtors and, after the Effective Date, the Reorganized Debtors shall retain the ability to supplement the D&O Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary. For the avoidance of doubt, entry of the Confirmation Order will constitute the Court's approval of the Reorganized Debtors' assumption of each of the unexpired D&O Policies.

In addition, on or after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or prior to the Effective Date, with respect to conduct occurring prior to the Effective Date, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such D&O Policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with and subject in all respects to the terms and conditions of the D&O Policies, which shall not be altered.

2. Indemnification Provisions

On and as of the Effective Date, to the extent permitted by applicable law and subject to the limitations set forth herein, the Indemnification Provisions will be assumed and be irrevocable and will survive the Consummation, and, to the extent not permitted to be assumed by applicable law, shall be included in the New Organizational Documents, in each case, on terms no less favorable to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders (regardless of whether such interests are held directly or indirectly), managers,

members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', direct or indirect equity holders', managers', members' and employees' respective Affiliates (each of the foregoing solely in their capacity as such) than the Indemnification Provisions, in place prior to the Effective Date; *provided* that nothing herein shall expand any of the Indemnification Provisions in place as of the Petition Date or constitute a finding or conclusion that any party that may seek indemnification is entitled to indemnification under the terms of such Indemnification Provisions or is intended to effectuate the survival of any indemnification provisions (other than the Indemnification Provisions) for any other parties: *provided further* that none of the Debtors or the Reorganized Debtors will amend, augment, terminate, or adversely affect any of the Debtors' or the Reorganized Debtors' obligations under such Indemnification Provisions.

3. Compensation and Benefits Programs

Unless otherwise provided herein and subject to Article V of this Plan, all Compensation and Benefits Programs shall be treated as Executory Contracts and deemed assumed by the Reorganized Debtors on the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code, except for: (a) all equity or equity-based incentive plans, employee stock purchase plans, and any other agreements or awards, or provisions set forth in the Compensation and Benefits Programs that provide for rights to acquire Interests or New Common Shares and any agreement or plan whose value is related to Interests or New Common Shares or other ownership interests of the Debtors, in each case, shall not constitute or be deemed to constitute Executory Contracts and shall be deemed terminated on the Effective Date; (b) Compensation and Benefits Programs that have been rejected pursuant to an order of the Court; and (c) Compensation and Benefits Programs that, as of the entry of the Confirmation Order, have been specifically waived by their beneficiaries. Pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid or otherwise honored in accordance with applicable law.

A beneficiary of a Compensation and Benefits Program assumed pursuant to this Plan shall have the same rights under such Compensation and Benefits Program as they had thereunder immediately prior to such assumption (unless otherwise agreed by such beneficiary and the applicable Reorganized Debtor(s)); *provided, however*, that the Restructuring Transactions and the Plan and any associated organization changes shall not constitute a "change in control" or "change of control" or other similar event under any such Compensation and Benefits Program, and that neither assumption of Compensation and Benefits Programs hereunder nor any of the Restructuring Transactions shall trigger or be deemed to trigger any change of control, immediate or acceleration of vesting, termination, or, in each case, similar provisions therein.

E. *Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in the Plan, each Executory Contract and Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the

foregoing agreements has been previously terminated, rejected, or repudiated, is terminated, rejected, or repudiated under the Plan or is otherwise not in effect.

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

F. *Reservation of Rights*

Nothing contained in the Plan shall constitute an admission by the Debtors that any contract or lease is, in fact, an Executory Contract or Unexpired Lease or that the Debtors or the Reorganized Debtors have any liability thereunder.

G. *Nonoccurrence of Effective Date*

In the event that the Effective Date does not occur, the Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting any Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code. If this Plan is withdrawn after entry of a Confirmation Order, then the deadline under section 365(d)(4)(A) of the Bankruptcy Code shall be extended, pursuant to section 365(d)(4)(B), to the earlier of (i) the date that is thirty (30) days after withdrawal of the Plan or (ii) the date of entry of a subsequent order confirming a plan, but no later than 210 days after the Petition Date.

H. *Contracts and Leases Entered into After 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 Reorganized Debtor, as the case may be, liable thereunder in the ordinary course of its business. Accordingly, such contracts and 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 or paid pursuant to a prior Court order, on the Effective Date (or if a Claim or Interest is not Allowed on the Effective Date, on the date that such Claim or Interest becomes Allowed) or as soon as reasonably practicable thereafter, each Holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class. 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.

B. *Disbursing Agent*

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

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

C. *Rights and Powers of Disbursing Agent*

1. Powers of the Disbursing Agent

Without further order of the Court, any Disbursing Agent shall be empowered to: (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (ii) make all distributions contemplated hereby (subject to any applicable charging liens); (iii) employ professionals and incur reasonable fees and expenses to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in such Disbursing Agent by order of the Court, pursuant to the Plan, or as deemed by such Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Incurred Expenses

Except as otherwise ordered by the Court, the amount of any reasonable and documented fees and expenses incurred by each Disbursing Agent (including any of the Agents/Trustees or DIP Agent acting as Disbursing Agents), on and after, or in contemplation of, the Effective Date (including taxes) and any reasonable and documented compensation and out-of-pocket expense reimbursement claims (including reasonable and documented attorney fees and expenses) made by each Disbursing Agent shall be paid in Cash by the Reorganized Debtors in the ordinary course, without duplication of payments of Restructuring Expenses or Professional fees. For the avoidance of doubt, any fees and expenses incurred by any of the Agents/Trustees acting as a Disbursing Agent shall constitute Restructuring Expenses and be paid in accordance with Article IIE.

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

1. Delivery of Distributions in General

Except as otherwise provided in the Plan or prior Court order, a Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date (or, if applicable, to such Holder's designee) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; *provided*, *however*, that the manner of such distributions shall be determined at the discretion of Reorganized Debtors.

All distributions to Holders on account of Allowed First-Out Revolving Loans Claims and Allowed ABL Facility Claims shall be deemed completed when made to or at the direction of the First-Out/Second-Out Agent or ABL Agent, respectively, which shall be deemed to be the Holder of such Claims for purposes of distributions to be made under this Plan. The First-Out/Second-Out Agent and ABL Agent, as applicable, shall hold or direct such distributions for the benefit of the holders of the foregoing First-Out Revolving Loans Claims and ABL Facility Claims. Neither the First-Out/Second-Out Agent or ABL Agent shall incur any liability whatsoever on account of any distributions under the Plan except where attributable to gross negligence or willful misconduct. If the First-Out/Second-Out Agent or ABL Agent is unable to make or consent to the Reorganized Debtors making such distributions, the Reorganized Debtors or an authorized Disbursing Agent, with the First-Out/Second-Out Agent's or ABL Agent's cooperation, shall make such distribution. The First-Out/Second-Out Agent and ABL Agent, respectively, shall have no duties, obligations, or responsibilities with respect to any form of distribution to Holders of the foregoing First-Out Revolving Loans Claims or ABL Facility Claims that is not DTC-eligible, and the Reorganized Debtors or a Disbursing Agent shall make such distributions. For the avoidance of doubt, all distributions referenced in this paragraph shall be subject to any charging liens exercised by the First-Out/Second-Out Agent or ABL Agent.

Notwithstanding anything to the contrary in this Plan, all distributions to Holders of First-Out Notes Claims shall be deemed completed when made to (or at the direction of) the First-Out Notes Trustee, which shall act as Disbursing Agent for distributions to the Holders of First-Out Notes Claims in accordance with the Plan and the applicable First-Out Notes Documents. The First-Out Notes Trustee shall be deemed to be the single holder of the First-Out Notes Claims for purposes of distributions under the Plan. Subject to the First-Out Notes Trustee Charging Lien, the First-Out Notes Trustee may (at its election) transfer, direct, or facilitate the transfer of such distributions (and may rely upon information received from another Disbursing Agent for purposes of such transfer) through the facilities of DTC in accordance with DTC's customary practices; *provided, however*, that such distributions under the Plan will only be issued in accordance with DTC book-entry procedures. For the avoidance of doubt, DTC shall be considered a single holder with respect to distributions made on account of the First-Out Notes. The First-Out Notes Trustee shall not incur any liability on account of any distributions whatsoever made under the Plan except where attributable to gross negligence or willful misconduct. If the First-Out Notes Trustee is unable to make, or consents to another Disbursing Agent making, such distributions through the facilities of DTC, such other Disbursing Agent shall make such distributions (subject to the First-Out Notes Trustee Charging Lien). Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the First-Out Notes Trustee shall not have any duties, obligations, responsibilities, or liability whatsoever (except where attributable to the First-Out Notes Trustee's gross negligence or willful misconduct) with respect to distributions made or directed to be made by the First-Out Notes Trustee with respect to any form of distribution that is not DTC eligible, and another Disbursing Agent shall make such distributions (subject to the First-Out Notes Trustee Charging Lien).

Notwithstanding any provision of the Plan to the contrary, distributions to Holders of Third-Out Claims and Amended Unsecured Notes Claims shall be, or shall be deemed to be, made by or at the direction of the Third-Out Notes Trustee or Amended Unsecured Notes Trustee, as applicable, each of which shall act as Disbursing Agent for distributions to the Holders of Third-Out Claims and the Holders of Amended Unsecured Notes Claims, respectively. The Third-Out

Notes Trustee and Amended Notes Trustee, as applicable, may transfer or direct the transfer of distributions directly through the facilities of DTC (whether by means of book-entry exchange, free delivery, or otherwise) and will be entitled to recognize and deal for all purposes under the Plan with Holders of Third-Out Claims and Amended Unsecured Notes Claims, as applicable, to the extent consistent with the customary practices of DTC. Regardless of whether such distributions are made by the Third-Out Notes Trustee, Amended Unsecured Notes Trustee, or by any other Disbursing Agent at the reasonable direction of the Third-Out Notes Trustee or the Amended Unsecured Notes Trustee, as applicable, such distributions shall be subject in all respects to the right of the Third-Out Notes Trustee or the Amended Unsecured Notes Trustee, as applicable, to maintain, enforce, and exercise its applicable Junior Notes Trustee Charging Lien against such distributions with respect to any unpaid Junior Notes Trustee Fees and Expenses. All distributions to be made to Holders of Third-Out Claims or Amended Unsecured Notes Claims, as applicable, shall be eligible to be distributed through the facilities of DTC.

2. Distribution Record Date

As of the close of business on the Distribution Record Date, all transfer ledgers for each Class of Claims or Interests maintained by the Debtors or their agents, to the extent applicable, shall be deemed closed, and there shall be no further changes in the record Holders of any Claims or Interests. A Disbursing Agent shall have no obligation to recognize any ownership transfer of Claims or Interests occurring on or after close of business on the Distribution Record Date. A Disbursing Agent shall be entitled to recognize and deal only with those record Holders listed on the transfer ledgers as of the close of business on the Distribution Record Date, at which time the claims register shall be deemed closed for purposes of determining whether a Holder of such a Claim is a record Holder entitled to Plan distributions. The Distribution Record Date shall not apply to securities held through DTC, including, without limitation, the First-Out Notes, the Amended Unsecured Notes, and the Third-Out Notes, for which a Plan distribution is made in exchange for such securities.

Subject to the First-Out Notes Trustee Charging Lien and the Junior Notes Trustee Charging Liens, the Reorganized Debtors shall seek the cooperation of DTC so that any distribution on account of Claims that are held in the name of, or by a nominee of, DTC, shall be made through the facilities of DTC on the Effective Date or as soon as practicable thereafter.

3. Minimum Distributions

No fractional units of New Common Shares shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan would otherwise result in the issuance of a number of shares of New Common Shares that is not a whole number, the actual distribution of New Common Shares shall be rounded as follows: (i) fractions of one-half (½) or greater shall be rounded to the next higher whole number, and (ii) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized shares of New Common Shares to be distributed pursuant to the Plan shall be adjusted as necessary to account for the foregoing rounding.

Notwithstanding any other provision of the Plan, no Cash distribution of less than $100.00 shall be required to be made to a Holder of an Allowed Claim on account of such Allowed Claim.

The Allowed Claims to which this limitation applies shall be discharged and their Holders will be forever barred from asserting that Claim against the Debtors, the Reorganized Debtors, or their respective property.

4. Undeliverable Distributions and Unclaimed Property

In the event that any distribution hereunder is returned as, and remains, undeliverable, no distribution to the applicable recipient shall be made unless and until the applicable Disbursing Agent is notified in writing of such Holder's (or its designee, as applicable) then-current address, at which time such distribution shall be made to such Holder (or its designee, as applicable) without interest; *provided*, *however*, that all distributions returned as, and that remain, undeliverable for a period of ninety (90) days after distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revest in the applicable Reorganized Debtor automatically and without need for a further order by the Court (notwithstanding any applicable federal, provincial, or state escheat, abandonment, or unclaimed property laws to the contrary), and the claim of any intended recipient to such property shall be discharged and forever barred.

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

5. Distributions on Account of Obligations of Multiple Debtors

Each Claim asserted against multiple Debtors shall be treated as a single Claim and its Holder shall be entitled to a single distribution.

E. *Indefeasible Distributions*

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

F. *Compliance with Tax Requirements*

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

may be, may require, as a condition to receiving a distribution, that any intended recipient deliver to the applicable Disbursing Agent or, if different, the applicable withholding agent, a properly completed and duly executed IRS Form W-9 or (if the payee is a foreign person) an appropriate IRS Form W-8 (including any supporting documentation) (as applicable).

G. *Allocations*

Except as otherwise provided in the Plan, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be allocated first to the principal amount of such Allowed Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Allowed Claims, to any portion of such Allowed Claims for accrued but unpaid interest as Allowed herein.

H. *No Postpetition Interest on Claims*

Unless otherwise specifically Allowed pursuant to the Plan, the Confirmation Order, the DIP Orders, or other Court order or otherwise required by applicable law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on such Claim.

I. *Setoffs and Recoupment*

Except for Claims that are expressly Allowed hereunder, the Debtors and the Reorganized Debtors may, for purposes of determining the Allowed amount of such Claim on which distribution shall be made, but shall not be required to, set off against any Claim, any claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the Holder of such Claim or Interest; *provided*, that neither the failure to do so nor the allowance of any Claim or Interest hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claim the Debtors or the Reorganized Debtors may have against the Holder of such Claim or Interest; *provided* that no such setoff or recoupment shall be permitted against any ABL Facility Claim or First-Out Claim.

J. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

To the extent that the Holder of a Claim receives payment (before or after the Effective Date) on account of such Claim from a party that is not a Debtor or Reorganized Debtor (including any Insurer), such Claim shall be Disallowed and expunged without an objection having to be filed and without any further notice to or action, order, or approval of the Court; *provided*, *however*, that if such Holder is required to repay all or any portion of such Claim (either by contract or by order of the Court) to the party that is not a Debtor or Reorganized Debtor, and such Holder in fact repays all or a portion of the Claim to such third party (including an Insurer), the repaid amount of such Claim shall not be Disallowed and shall remain subject to the applicable provisions of the Plan. To the extent a Holder of a Claim receives a distribution on account of such Claim under the Plan and thereafter receives payment from a party that is not a Debtor or Reorganized Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the received distribution to the applicable Debtor or Reorganized Debtor, to the extent the

Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the Allowed amount of such Claim. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest on such amount owed for each Business Day after the fourteen (14)-day grace period specified above until the amount is repaid at the federal judgment rate in effect on the Petition Date.

2. Applicability of Insurance Policies

Except as otherwise provided in the Plan, payments to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Policy. Except as otherwise expressly set forth in the Plan, nothing herein shall constitute or be deemed a release, settlement, satisfaction, compromise or waiver of any Cause of Action that any Debtors or any other Entity, including any Holders of Claims, may hold against any other Entity, including Insurers or any insured party, under any Insurance Policies, nor shall anything contained herein constitute or be deemed a waiver by any Insurers of any rights or defenses, including coverage defenses, held by such Insurers.

3. Single Satisfaction of Claims

Notwithstanding anything else contained in the Plan or Confirmation Order, in no case shall the aggregate value of all property received or retained on account of an Allowed Claim (from whatever source) exceed one hundred percent (100%) of the Allowed amount of such Claim.

K. *Allocation Between Principal and Accrued Interest*

Except as otherwise provided in the Plan, the aggregate consideration paid on account of Allowed Claims pursuant to the Plan shall be treated as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to the interest, if any, accrued through the Effective Date.

ARTICLE VII
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. *Disputed Claims Process*

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under the Plan and as otherwise required by the Plan, Holders of Claims need not file proofs of Claim, and the Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced, except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Court, shall in all cases be determined by the Court.

For the avoidance of doubt, there is no requirement to file a proof of Claim (or move the Court for allowance) to be an Allowed Claim, as applicable, under the Plan. Notwithstanding the foregoing, Entities must file Cure objections as set forth in Article VB of this Plan to the extent such Entity disputes the amount of the Cure paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty. **Except as otherwise provided herein, all proofs of Claim filed after the Effective Date shall be Disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Court.**

B. *Allowance of Claims*

Except as otherwise set forth in the Plan, after the Effective Date, the Reorganized Debtors shall have any and all rights and defenses that the applicable Debtors had with respect to any Claim immediately before the Effective Date. For the avoidance of doubt, (i) Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Court shall not be considered "Allowed" for any other purposes and (ii) except to the extent expressly Allowed pursuant to the Plan, amounts that are not allowable under sections 502 or 503 of the Bankruptcy Code, as applicable, shall not be considered "Allowed." The Debtors, with the consent of the Required Consenting Second-Out Creditors, may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law.

C. *Claims Administration Responsibilities*

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

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

D. *Estimation of Claims and Interests*

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

E. *Time to File Objections to Claims*

Any objections to Claims shall be filed on or before the later of (1) 180 days after the Effective Date and (2) such other period of limitation as may be fixed by the Court.

F. *Disallowance of Claims*

Any Claims held by Entities from which the Court has determined that property is recoverable under sections 542, 543, 547, 548, 549, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer that the Court has determined is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims shall not receive any distributions on account of such Claims until such time as all Causes of Action against that Entity under any of the foregoing provisions of the Bankruptcy Code have been settled or resolved by a Final Order and the full amount of such recoverable property has been paid or turned over to the Debtors or the Reorganized Debtors, as applicable.

The Debtors are not establishing a bar date for General Unsecured Claims as such Claims are Unimpaired under the Plan; *however*, Claims arising from the rejection of an Executory Contract or Unexpired Lease must be filed with the Court within thirty (30) days following the entry of the order (including the Confirmation Order, if applicable) approving such rejection, in accordance with Article V.C.

G. *Distributions to Holders of Disputed Claims*

Notwithstanding anything to the contrary herein, if any portion of a Claim or Interest is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Disputed Interest becomes Allowed.

To the extent that a Disputed Claim or Disputed Interest ultimately becomes Allowed, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Interest in accordance with the provisions of the Plan, less any previous distribution, if any, that was made

on account of the undisputed portion of such Claim. As soon as practicable after the date that the order or judgment finding or deeming any Disputed Claim or Disputed Interest to be Allowed has become a Final Order, the applicable Disbursing Agent shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim or Interest.

ARTICLE VIII
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. *Compromise and Settlement*

The Confirmation Order will constitute the Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of the Debtors and their Estates, and all Holders of Claims or Interests, (2) fair, equitable, and reasonable, (3) made in good faith, and (4) comply with applicable bankruptcy law. The allowance, classification, and treatment of any Allowed Claims of a Released Party take into account any Causes of Action, whether under the Bankruptcy Code or otherwise, that may exist between the Debtors and any Released Party and, as of the Effective Date, any and all such Causes of Action are settled, compromised, and released as set forth in the Plan. The Confirmation Order shall authorize and approve, subject to Consummation, the releases of all contractual, legal, and equitable rights and Causes of Action that are satisfied, compromised, and settled pursuant hereto. Nothing in the Plan shall compromise, settle, or in any way whatsoever affect, any Causes of Action that the Debtors or Reorganized Debtors, as applicable, may have against any Entity that is not a Released Party.

In accordance with the provisions of the Plan, without any further notice to, or action, order, or approval of, the Court, after the Effective Date, the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle (1) all Claims and Interests not previously Allowed (if any) and (2) claims and Causes of Action against other Entities.

B. *Discharge of Claims and Termination of Interests*

Pursuant to section 1141(d) of the Bankruptcy Code and except as otherwise provided in the Plan, the Confirmation Order, any other Definitive Documents, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan, effective as of the Effective Date: (1) the distributions, rights, and treatment that are provided in the Plan for all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on Claims 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, property, or Estates, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts; (2) the Plan shall bind all Holders

of Claims and Interests, notwithstanding whether such Holders failed to vote to accept or reject the Plan or voted to reject the Plan; (3) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under sections 502(g), 502(h), or 502(i) of the Bankruptcy Code; and (4) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred before the Effective Date. The Confirmation Order shall be a judicial determination, subject to the Effective Date occurring, of the discharge of all Claims and Interests except as otherwise expressly provided in the Plan.

C. *Release of Liens*

Except as otherwise expressly provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and the effectiveness of the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, and, in the case of a Secured Claim, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall automatically revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Reorganized Debtors and each of their successors and assigns in each case, without any further approval or order of the Court and without any action or filing being required to be made by the Debtors or the Reorganized Debtors. Any Holder of such Secured Claim (and the applicable agents for such Holder, including the Agents/Trustees and the DIP Agent) shall be authorized and directed to release any such mortgages, deeds of trust, Liens, pledges, or other security interests and to take such actions (including executing and filing Form UCC-3 termination statements, intellectual property assignments, mortgage or deed of trust releases, or such other forms or release documents in any jurisdiction) as may be requested by the Reorganized Debtors to evidence the release of such mortgages, deeds of trust, Liens, pledges, or other security interests, including the execution, delivery, and filing or recording of any related releases or discharges as may be requested by the Reorganized Debtors or may be required in order to effectuate the foregoing. The Reorganized Debtors (and any of their respective agents, attorneys, or designees) shall be authorized to execute and file on behalf of creditors Form UCC-3 termination statements, intellectual property assignments, mortgage or deed of trust releases, or such other forms or release documents in any jurisdiction as may be necessary or appropriate to evidence such releases and implement the provisions of this Article VIII.C, including, for the avoidance of doubt, with respect to the DIP Facility. The presentation or filing of the Confirmation Order to or with any federal, state, local or non-U.S. agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgages, deeds of trust, Liens, pledges, or other security interests.

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, at the sole cost and expense of the Reorganized Debtors, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors or the Reorganized Debtors, that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

D. *Releases by the Debtors*

Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Debtor, Estate, and Reorganized Debtor (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any Avoidance Actions and any derivative claims, including those asserted or assertable on behalf of any Debtor, Estate, or Reorganized Debtor), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Debtor, Estate, or Reorganized Debtor and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, the CastleKnight Settlement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of 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, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions (the "*Debtor Release*"). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the ERO Documents, the Exit ABL Facility Documents, or any Claim or obligation arising under the Plan and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of Holders of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Party, or (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction.

Entry of the Confirmation Order shall constitute the Court's approval of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (iii) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor Release against any of the Released Parties.

E. *Releases by Holders of Claims or Interests*

Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Releasing Party (in each case on behalf of itself and its respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract,

whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring or the Chapter 11 Cases, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, the CastleKnight Settlement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Plan Supplement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of 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, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (the "*Third-Party Release*", and together with the Debtor Release, the "*Releases*"). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Facility Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

Entry of the Confirmation Order shall constitute the Court's approval 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 Court's finding that the Third-Party

Release is: (i) consensual; (ii) essential to the Confirmation; (iii) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing this Plan; (iv) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

F. *Exculpation*

Except as otherwise provided in the Plan or Confirmation Order, to the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any claim or Cause of Action based on any act or omission occurring on or after the Petition Date through the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the Restructuring Support Agreement, the CastleKnight Settlement, the Restructuring, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Definitive Documents, the Plan Supplement, the Plan and related agreements, instruments, and other documents, or the solicitation of votes for, or confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, or the transactions in furtherance of any of the foregoing, other than (a) Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes gross negligence, intentional fraud or willful misconduct as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities, (b) rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the CastleKnight Settlement, including the Restructuring Support Agreement, and the obligations contemplated thereunder, or (c) breach of such Exculpated Party's obligations under any Definitive Document. The Confirmation Order shall include a determination that the Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code and have participated in good faith with regard to the solicitation of securities pursuant to the Plan and, therefore, are not liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan. This exculpation is in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

G. *Injunction*

Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action or liabilities that have been released, discharged, or are subject to exculpation hereunder are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the respective property or estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities unless such Entity has timely asserted such setoff, subrogation, or recoupment right in a document filed with the Court explicitly preserving such right; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities released or settled pursuant to the Plan.

By accepting distributions under the Plan, each Holder of an Allowed Claim or Interest extinguished, discharged, exculpated or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunction set forth above.

The injunction set forth above shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties, and their respective property and interests in property. No Person or Entity (including any Person or Entity that has elected to opt out of the Third-Party Release) may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII hereof, without the Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action is not subject to the Releases or exculpation provision, as applicable, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action.

H. *Reservation of Rights*

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Confirmation Order, no provision shall (i) preclude the United States Securities and Exchange Commission ("***SEC***") from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceeding or investigations against any non-debtor person or non-debtor entity in any forum; *provided*, however, that nothing in this paragraph shall modify any applicable protections provided for in 11 U.S.C. §1125(e).

ARTICLE IX
CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE

A. *Conditions to Effective Date*

The following are conditions to the Effective Date that must be satisfied or waived in accordance with Article IXB:

1. each of the Restructuring Support Agreement, the ERO Backstop Agreement, and the Exit Term Loan Facility Commitment Letter shall not have been terminated and remain in full force and effect, and all conditions precedent thereunder shall have been satisfied or waived (save for the occurrence of the Effective Date);

2. the Court shall have entered the Confirmation Order (in form and substance consistent with the Restructuring Support Agreement and otherwise acceptable to the Required Consenting Second-Out Creditors), which shall be a Final Order and shall not have been reversed, stayed, modified, or vacated on appeal;

3. each document or agreement constituting a Definitive Document shall have been executed and/or effectuated, in form and substance consistent with the Restructuring Support Agreement and otherwise acceptable to the Required Consenting Second-Out Creditors, and any conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived in accordance with the terms of the Restructuring Support Agreement (as applicable) and the applicable Definitive Document;

4. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan, and all applicable regulatory or government-imposed waiting periods (if any) shall have expired or been terminated;

5. all actions, documents, and agreements necessary to implement and consummate the Plan (including any Plan Supplement) shall have been effected and executed;

6. the Debtors shall have substantially consummated, or contemporaneously with the occurrence of the Effective Date shall consummate, the Restructuring Transactions, in a manner consistent in all respects with this Plan and the Definitive Documents (including, for the avoidance of doubt, the ERO Backstop Agreement, the Exit Term Loan Facility Commitment Letter and the Restructuring Support Agreement, as applicable), unless waived by the Required Consenting Second-Out Creditors;

7. the Final DIP Order shall be in full force and effect;

8. all of the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents shall have become effective (or shall become effective concurrently with effectiveness of the Plan), and any conditions precedent to effectiveness of the Exit Term Loan Facility, the Exit RCF Facility and the Exit ABL Facility shall have been satisfied or duly waived in writing, other than the occurrence of the Effective Date;

9. the Equity Rights Offering (including the ERO Procedures) and the ERO Backstop Agreement (including, for the avoidance of doubt, the Direct Investment Shares and ERO Backstop Premium) shall have been approved by the Court and the Equity Rights Offering shall have been consummated in accordance with their terms;

10. any conditions precedent related to any of the ERO Documents shall have been satisfied or waived, other than the occurrence of the Effective Date;

11. the New Common Shares shall have been issued or delivered by Reorganized Parent;

12. the New Organizational Documents shall have been adopted on terms consistent with the Restructuring Support Agreement and the CastleKnight Settlement and subject to any consent rights set forth in the Restructuring Support Agreement (including, for the avoidance of doubt, any exhibits thereto), and any conditions precedent related to the New Organizational Documents shall have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived;

13. all Professional Fees Claims shall have been paid in full or amounts sufficient to pay such Claims in full after the Effective Date have been placed in the Professional Fee Escrow Account as set forth in, and in accordance with, the Plan;

14. all fees, expenses, and premiums payable pursuant to the Restructuring Support Agreement, the ERO Backstop Agreement, the Plan, and other Definitive Documents, or pursuant to any order of the Court shall have been paid by the Debtors or the Reorganized Debtors, as applicable, and all Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall have been paid in full in Cash by the Debtors or the Reorganized Debtors, as applicable;

15. none of the Chapter 11 Cases shall have been converted to a case under chapter 7 of the Bankruptcy Code or dismissed;

16. no Court order appointing a trustee or examiner with expanded powers with respect to the Debtors shall have been entered and remain in effect under any chapter of the Bankruptcy Code; and

17. the Plan shall not have been materially amended, altered, or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made in accordance with the terms of the Plan as confirmed by the Confirmation Order.

B. *Waiver of Conditions*

The conditions to the Effective Date set forth in this Article IX may be waived by the Debtors upon the prior written consent of the Required Consenting Second-Out Creditors without notice, leave, or order of the Court; *provided* that the Debtors may not waive the conditions set forth in Article IX.A.2; *provided*, *further* that, the Debtors may not waive the conditions set forth in Article IX.A.8 (as to the Exit RCF Facility Documents) without the written consent of the Exit RCF Facility Lenders, Article IX.A.8 (as to the Exit ABL Facility Documents) without the written consent of the Exit ABL Facility Lenders and Article IX.A.14 (as to any amounts owing to the First-Out/Second-Out Agent, the ABL Agent, the Junior Notes Trustees, the Amended Term Loan Agent, or their respective professionals) without the written consent of the Revolving Credit Lenders; *provided further* that the consent of the First-Out Notes Trustee, Junior Notes Trustee, or Amended Term Loan Agent shall be required to waive or amend the condition precedent set forth in Article IX.A.14 solely with respect to any amounts owed to, as applicable, the First-Out Notes Trustee, the Junior Notes Trustee, or the Amended Term Loan Agent**Error! Reference source not found.**. If the Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur.

C. *Effect of Failure of Conditions*

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

ARTICLE X
MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN

A. *Modification and Amendments*

Except as otherwise specifically provided in the Plan, and subject to the Restructuring Support Agreement and the consent rights set forth therein, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code. 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 and the Restructuring Support Agreement, each Debtor expressly reserves its rights to revoke, withdraw, alter, amend, or modify the Plan with respect to such Debtor, one or

more times, after Confirmation, to the extent necessary to carry out the purposes and intent of the Plan and the Restructuring Support Agreement, including by structuring the Plan, the Restructuring, and the Restructuring Transactions in a manner that maximizes tax efficiencies. Each Debtor may, to the extent necessary, 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 the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan and the Restructuring Support Agreement. None of the provisions herein regarding payment of the First-Out Notes Trustee Fees, Junior Notes Trustee Fees and Expenses, and Amended Term Loan Agent Fees and Expenses shall be adversely modified or adversely amended without the prior written consent of, as applicable, the First-Out Notes Trustee, the Junior Notes Trustee, or the Amended Term Loan Agent.

B. *Effect of Confirmation on Modifications*

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

C. *Revocation or Withdrawal of Plan*

The Debtors reserve the right to revoke or withdraw the Plan with respect to any or all of the Debtors prior to the Confirmation Date and to file subsequent plans of reorganization or liquidation. If the Debtors revoke or withdraw the Plan or Confirmation or the Effective Date 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 Class of Claims), assumption of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of any Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity. For the avoidance of doubt, except as provided in the Restructuring Support Agreement, nothing in the Plan shall be construed as requiring termination or avoidance of the Restructuring Support Agreement upon non-occurrence of the Effective Date (subject, in all respects, to any consent, termination, or other rights of the Consenting Stakeholders under the Restructuring Support Agreement) or as otherwise preventing the Restructuring Support Agreement from being effective in accordance with its terms.

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 Court shall retain jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, 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 (a) the

resolution of any request for payment of any Administrative Claim and (b) the resolution of any 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, of any applications for allowance of compensation or reimbursement of expenses to Professionals;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims for rejection damages or cure amounts pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed, or assumed and assigned; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished in accordance with the provisions of 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 that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to sections 1141, 1145 and 1146 of the Bankruptcy Code;

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

8. enter and enforce any order for the sale or transfer 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 or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan and ensure compliance with the Plan;

11. hear and resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the existence, nature, scope, or enforcement of any releases, exculpations, discharges, injunctions granted in the Plan, including those contained in Article VIII, and enter such orders as may be necessary or appropriate to implement or enforce such releases, injunctions, 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 amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VIJ.1;

13. enter and implement such orders as are necessary or appropriate 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 or the Disclosure Statement;

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

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

17. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency with any 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, federal taxes and fees 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;

22. determine whether and in what amount a Claim is Allowed;

23. recover all assets of the Debtors and property of the Estates, wherever located;

24. resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to the amount of a Cure, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

25. hear and determine any rights, claims, or Causes of Action held by, or accruing to, any Debtor pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

26. enforce all orders previously entered by the Court; and

27. hear any other matter as to which the Court has jurisdiction.

provided, *however*, that documents contained in the Plan Supplement shall be governed in accordance with applicable jurisdictional, forum selection, or dispute resolution clauses in such documents.

ARTICLE XII
MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect*

Subject to Article IX.A , upon Consummation, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether the Holders of such Claims or Interests have accepted or are deemed to have accepted the Plan), all Entities that are party, or subject, to the settlements, compromises, releases, discharges, and injunctions set forth in the Plan, each Entity acquiring property under the Plan, and any and all of the Debtors' counterparties to Executory Contracts, Unexpired Leases, and any other prepetition agreements.

B. *Additional Documents*

On or before the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may enter into any such agreements and other documents as may be necessary or appropriate 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 or Interests receiving distributions pursuant to the Plan and all other parties in interest may, 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. For the avoidance of doubt, such agreements or documents shall not be materially inconsistent with the provisions of this Plan.

C. *Payment of Statutory Fees*

All fees under 28 U.S.C. § 1930 and any interest thereon under 31 U.S.C. § 3717 (together, the "***Statutory Fees***") outstanding immediately prior to the Effective Date shall be paid by the Debtors in full in Cash on the Effective Date. On and after the Effective Date, the Reorganized Debtors shall be jointly and severally liable for paying any and all Statutory Fees in full in Cash when due in each Chapter 11 Case for each quarter (including any fraction thereof) until the earliest of such Chapter 11 Case being closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code. The Debtors shall file all monthly operating reports due before the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall file a post-confirmation quarterly report for each Chapter 11 Case for each quarter (including any fraction thereof) such case is pending, using UST Form 11-PCR. Notwithstanding

anything to the contrary in the Plan, (i) Statutory Fees are Allowed; (ii) the U.S. Trustee shall not be required to file any request(s) for payment of the Statutory Fees; and (iii) the U.S. Trustee shall not be providing any release under the Plan.

D. *Reservation of Rights*

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Court enters 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 before Consummation.

E. *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, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

F. *Notices*

All notices, requests, and demands to or upon the Debtors or Reorganized Debtors, as applicable, shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered, addressed as follows:

If to the Debtors or Reorganized Debtors, to:

United Site Services, Inc.
118 Flanders Road, Suite 1000,
Westborough, MA 01581
Attention: John Hafferty
haff@unitedsiteservices.com

with copies (which shall not constitute notice) to:

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Dennis Dunne
ddunne@milbank.com

Samuel A. Khalil
Skhalil@milbank.com

Matthew L. Brod
mbrod@milbank.com

Lauren C. Doyle
ldoyle@milbank.com

If to the Ad Hoc Group, to:

Akin Gump Strauss Hauer & Feld LLP
Robert S. Strauss Tower
2001 K Street, N.W.
Washington, DC 20006
Attention: Dan Fisher
dfisher@akingump.com

Scott L. Alberino
salberino@akingump.com

Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street
Suite 1800
Dallas, Texas 75201
Attention: Zach D. Lanier
zlanier@akingump.com

If to Clearlake Capital Group, in its capacity as a member of the Ad Hoc Group, to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Steven N. Serajeddini
steven.serajeddini@kirkland.com

Nicholas Adzima
nicholas.adzima@kirkland.com

In the Notice of Entry of Confirmation Order, the Debtors shall notify all Entities that, in order to continue to receive documents after the Effective Date pursuant to Bankruptcy Rule 2002, such Entity (excluding the U.S. Trustee) must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After service of the Notice of Entry of Confirmation Order and the occurrence of the Effective Date, the Debtors shall be authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee, those Entities whose right are affected by such documents, and those Entities who have filed such renewed requests.

G. *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 Court, and existing 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. On the Effective Date, the automatic stay pursuant to section 362 of the Bankruptcy

Code of any litigation proceedings against or involving the Debtors shall terminate, and all injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

H. *Entire Agreement*

Except as otherwise indicated, the Plan (including 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.

I. *Exhibits*

All exhibits, schedules, supplements, and appendices to the Plan (including any other documents to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date) are incorporated into and are a part of the Plan as if set forth in full in the Plan. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Court, the Plan shall control.

J. *Non-severability of Plan Provisions*

Before Confirmation, if any term or provision of the Plan is held by the Court to be invalid, void, or unenforceable, the Court, at the request of the Debtors, may 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 consent of the Debtors; and (3) non-severable and mutually dependent.

K. *Votes Solicited in Good Faith*

Upon entry of the Confirmation Order, the Debtors shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and, pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys shall 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, none of any 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.

L. *Closing of Chapter 11 Cases*

The Reorganized Debtors may at any time seek to close the remaining Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules.

M. *Document Retention*

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

N. *Dissolution of Committee*

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

O. *Deemed Acts*

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of the Plan and the Confirmation Order.

P. *Waiver or Estoppel*

Each Holder of a Claim or 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 before the Confirmation Date.

[Remainder of page intentionally left blank]

Dated: February 6, 2026

Respectfully submitted,

United Site Services, Inc., on behalf of itself and each of its Debtor affiliates

By: /s/ John D. Hafferty
Name: John Hafferty
Title: Chief Financial Officer

United States Bankruptcy Court

District of New Jersey

In re: Case No. 25-23630-MBK

United Site Services, Inc. Chapter 11

Debtor

CERTIFICATE OF NOTICE

District/off: 0312-3 User: admin

Date Rcvd: Feb 27, 2026 Form ID: pdf903 Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 01, 2026:

Recip ID		Recipient Name and Address
aty	+	Milbank LLP, 55 Hudson Yards, New York, NY 10001-2163

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID		Notice Type: Email Address	Date/Time	Recipient Name and Address
db	+	Email/Text: CorporateCollections@unitedsiteservices.com	Feb 27 2026 20:53:00	United Site Services, Inc., 118 Flanders Road, Suite 1000, Westborough, MA 01581-1035

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 01, 2026 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 27, 2026 at the address(es) listed below:

Name	Email Address
Alan J. Brody	on behalf of Interested Party Bank of America N.A., as Prepetition ABL Agent and First-Out/Second-Out Agent brodya@gtlaw.com, alan-brody-2138@ecf.pacerpro.com
Daniel C Fleming	on behalf of Creditor Richard Rivera dfleming@wongfleming.com sshalloo@wongfleming.com
Daniel C Fleming	on behalf of Creditor Toilets to Go LLC dba John to Go dfleming@wongfleming.com, sshalloo@wongfleming.com

David L. Bruck
on behalf of Creditor OMJ LLC dbruck@greenbaumlaw.com

Evan Lazerowitz
on behalf of Creditor Powerhouse Retail Services LLC and PH FM, LLC elazerowitz@rc.com

Felice R. Yudkin
on behalf of Debtor United Site Services Inc. fyudkin@coleschotz.com, fpisano@coleschotz.com

Frances A Tomes
on behalf of Creditor JESSE BOONE ftomes@tomeslawfirm.com
agreenberg@tomeslawfirm.com;tomesfr92561@notify.bestcase.com;mariad@tomeslawfirm.com;tasmync@tomeslawfirm.com;bkteam@tomeslawfirm.com

Frances A Tomes
on behalf of Creditor ROSE BOONE ftomes@tomeslawfirm.com
agreenberg@tomeslawfirm.com;tomesfr92561@notify.bestcase.com;mariad@tomeslawfirm.com;tasmync@tomeslawfirm.com;bkteam@tomeslawfirm.com

James S. Carr
on behalf of Interested Party BOKF NA as proposed successor Indenture Trustee
KDWBankruptcyDepartment@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Jason D. Angelo
on behalf of Creditor Wilmington Trust National Association, Indenture Trustee for the Floating Rate Senior Secured Notes due 2030 JAngelo@reedsmith.com, jason-angelo-3987@ecf.pacerpro.com

Jeffrey M. Sponder
on behalf of U.S. Trustee U.S. Trustee jeffrey.m.sponder@usdoj.gov jeffrey.m.sponder@usdoj.gov

Keri P. Ebeck
on behalf of Creditor Duquesne Light Company kebeck@metzlewis.com
btemple@bernsteinlaw.com;kebeck@ecf.courtdrive.com;agilbert@bernsteinlaw.com

Kevin M. Capuzzi
on behalf of Creditor UMB Bank N.A. kcapuzzi@beneschlaw.com, docket2@beneschlaw.com;lmolinaro@beneschlaw.com

Leah Eisenberg
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leah-eisenberg-0344@ecf.pacerpro.com;gkarnick@pashmanstein.com

Leah Eisenberg
on behalf of Creditor Ad Hoc Group leisenberg@pashmanstein.com
leah-eisenberg-0344@ecf.pacerpro.com;gkarnick@pashmanstein.com

Melinda D. Middlebrooks
on behalf of Creditor Hunkele Equities LLC middlebrooks@middlebrooksshapiro.com,
melindamiddlebrooks@gmail.com;minneci.jessicab@notify.bestcase.com

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on behalf of Debtor Portable Intermediate Holding II Corporation msirota@coleschotz.com
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

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on behalf of Debtor USS Ultimate Holdings Inc. msirota@coleschotz.com,
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Michael D. Sirota
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fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

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Michael D. Sirota
on behalf of Debtor Russell Reid Waste Hauling and Disposal Services Co. Inc. msirota@coleschotz.com, fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

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on behalf of Debtor Johnny on the Spot LLC msirota@coleschotz.com, fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

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on behalf of Debtor United Site Services of Florida LLC msirota@coleschotz.com, fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com;ddelehanty@coleschotz.com

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