

VERIFICATION OF PUBLICATION

COMMONWEALTH OF VIRGINIA COUNTY OF FAIRFAX

Being duly sworn, Vanessa Salvo says that she is the principal clerk of USA TODAY, and is duly authorized by USA TODAY to make this affidavit, and is fully acquainted with the facts stated herein: on **Monday, September 25, 2023**, the following legal advertisement – **PGX HOLDINGS, INC.**— was published in the national edition of **USA TODAY.**

Vanessa Salvo

Principal Clerk of USA TODAY September 25, 2023

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COLLEGE FOOTBALL



COACHES POLL

1. Georgia (4-0) Points: 1,592 (61 first-place votes). Previous ranking: 1. This week: Saturday at Auburn (CBS, 3:30). Last week: Defeated Alabama-Birmingham 49-21. 2. Michigan (4-0) Pts: 1.495. Prv: 2. TW: Saturday at Nebraska (Fox, 3:30). LW:

Defeated Rutgers 31-7. 3. Ohio State (4-0)

Pts: 1,414 (2 first-place votes). Prv: 4. Next: Oct. 7 vs. Maryland. LW: Defeated then-No. 9 Notre Dame 17-14. 4. Florida State (4-0)

Pts: 1,390. Prv: 3. Next: Oct. 7 vs. Virginia Tech. LW: Defeated then-No. 23 Clemson 31-24 5. Texas (4-0)

Pts: 1,336. Prv: 6. TW: Saturday vs. No. 24 Kansas (ABC, 3:30). LW: Defeated Baylor 38-6. 6. Southern Cal (4-0) Pts: 1,288. Prv: 5. TW: Saturday at Colorado (Fox, noon). LW: Defeated Arizona State 42-28. 7. Penn State (4-0)

Pts: 1,225. Prv: 7. TW: Saturday at Northwestern (BTN, noon). LW: Defeated then-No. 22 Iowa 31-0

8. Washington (4-0) Pts: 1,194 (1 first-place vote). Prv: 8. TW: Saturday at Arizona (Pac-12, 10). LW: Defeated California 59-32.

9. Oregon (4-0) Pts: 1,071. Prv: 11. TW: Saturday at Stanford (Pac-12, 6:30). LW: Defeated then-No. 19 Colorado 42-6.

10. Utah (4-0) Pts: 1,010. Prv: 10. TW: Friday at No. 21 Oregon State (FS1, 9). LW: Defeated then-No. 25 UCLA

11. Alabama (3-1) Pts: 930. Prv: 12. TW: Saturday at Mississippi State (ESPN, 9). LW: Defeated then-No. 16 Ole

Miss 24-10. 12. LSU (3-1) Pts: 844. Prv: 13. TW: Saturday at No. 20 Ole Miss (ESPN, 6).

LW: Defeated Arkansas 34-31. 13. Notre Dame (4-1) Pts: 837. Prv: 9. TW: Saturday at No. 16 Duke (ABC, 7:30). LW: Lost to then-No. 4 Ohio State 17-14

14. Oklahoma (4-0) Pts: 784. Prv: 14. TW: Saturday vs. Iowa State (FS1, 7). LW: Defeated Cincinnati 20-6.

15. North Carolina (4-0) Pts: 698. Prv: 17. Next: Oct. 7 vs. Syracuse. LW: Defeated Pittsburgh 41-24.

16. Duke (4-0) Pts: 605. Prv: 18. TW: Saturday vs. No. 13 Notre Dame (ABC, 7:30). LW: Defeated Connecticut 41-7

17. Washington State (4-0) Pts: 555. Prv: 24. Next: Oct. 7 at UCLA. LW: Defeated then-No. 15 Oregon State 38-35. 18. Miami (Fla.) (4-0) Pts: 485. Prv: 21. Next: Oct. 7 vs. Georgia Tech. LW: Defeated

Temple 41-7. 19. Tennessee (3-1) Pts: 404. Prv: 20. TW: Saturday vs. South Carolina (SEC, **Chris Medland** 7:30). LW: Defeated Texas-San

Antonio 45-14 20. Ole Miss (3-1) Pts: 305. Prv: 16. TW: Saturday vs. No. 12 LSU (ESPN, 6). LW:

24-10 21. Oregon State (3-1) Pts: 293. Prv: 15. TW: Fridav vs. No. 10 Utah (FS1, 9). LW: Lost to then-No. 24 Washing-

Lost to then-No. 12 Alabama

ton State 38-35. 22. Missouri (4-0) Pts: 140. Prv: Not ranked. TW: Saturday at Vanderbilt (SEC, 4). LW: Defeated Memphis

34-27. 23. Florida (3-1) Pts: 134. Prv: Not ranked. TW: Saturday at Kentucky (ESPN, noon). LW: Defeated Charlotte 22-7.

24. Kansas (4-0) Pts: 120. Prv: Not ranked. TW: Saturday at No. 5 Texas (ABC, 3:30). LW: Defeated BYU 38-27.

25. Kansas State (3-1) Pts: 109. Prv: Not ranked. Next: Oct. 6 at Oklahoma State. LW: Defeated Central Florida 44-31.

Dropped out: No. 19 Colorado (3-1): No. 22 Iowa (3-1); No. 23 Clemson (2-2); No. 25 UCLA (3-1). Others receiving votes: Fresno State (4-0) 93; Kentucky (4-0) 87; TCU (3-1) 54; Maryland (4-0) 39 Louisville (4-0) 36; Texas A&M (3-1) 36; UCLA (3-1) 36; Clemson (2-2) 35; Syracuse (4-0) 32; Colorado (3-1) 29; Air Force (4-0) 24; Iowa (3-1) 16; Tulane (3-1) 11; Wyoming (3-1) 8; James Madison (4-0) 2; Marshall (3-0) 2; Georgia State (4-0) 1; Liberty (4-0)

LEGAL MONDAY

Constructors' title exceeds Red Bull's 'wildest dreams'

RACER | USA TODAY Network

Red Bull's sixth constructors' championship coming in such dominant fashion with victory at the Japanese Grand Prix is something the Formula 1 team couldn't even dream of, according to team principal Christian Horner.

Max Verstappen led from the pole position Sunday to take Red Bull's 15th win in 16 races and secure back-toback constructors' titles with six rounds still to run. It's the earliest a championship has been won, and Horner says the way Red Bull has kept up its form from late last year is unexpected.

"Coming into the season I don't think we could have dreamed of having a season like this," he said. "It's unbelievable. Last year was a very strong year for us, but to have kept that momentum rolling with the challenges we have had is testimony to all the men and women of the team that have worked tirelessly to produce a car as competitive as we have had, and that Max has made such good use of."

Although only the constructors' title was mathematically sealed at Suzuka, Verstappen also moved within touching distance of the driver's title and Horner says there is no better driver on the grid at present.

"Max is absolutely at the top of the game - he is the best driver in F1 at this point in time," he said. "Everything has to come together: car, driver, team in total harmony. He has this inner hunger and determination and huge ability, but he channels it and he does not get distracted by some of the trappings of F1. He is an out and out racer."

For his part, Verstappen says it's the best team season he's been involved in at Red Bull, having won the double last year too.

"It's better, for sure," Verstappen said. "The car has been more dominant this year, apart from Singapore. But all the other races we've had a really, really good car. It's just an incredible season for everyone involved within the team. (I'm) very proud to be working with all these amazing people here at the track, but also especially back at the factory as well."

COLLEGE FOOTBALL WEEK 4 RESULTS

Saturday's scores Albany (NY) 23, Morgan State 17, 20T Alfred 9, Catholic 6 Alfred State 48, Hilbert 7 Allegheny 31, Bethany (WV) 20 Amherst 17, Hamilton 14 Bentley 13, S. Connecticut 6 Bowdoin 20, Williams 0 Bowie State 10, St. Augustine's 7 Bridgewater (Mass.) 35, W. Connecticut 28 Brockport 59, Lycoming 3 Bryant 16, Princeton 13, OT California (Pa.) 31, Edinboro 10 Case Western 42, Geneva 7 Charleston (WV) 76, WV Wesleyan 16 Columbia 30, Georgetown 0
Cornell 23, Yale 21
Dartmouth 34, Lehigh 17
Delaware 29, New Hampshire 25
Delaware Valley 28, Kings (Pa.) 0
Duke 41, Uconn 7 East Stroudsburg 35, Lock Haven 21 FDU-Florham 14, Albright 6 Fordham 44, Stonehill 0 Framingham State 9, Westfield State 8 Gannon 27, Clarion 20 Gannon 27, Clarion 20 Grove City 21, Carnegie Mellon 14 Hobart 43, Keystone 10 Holy Cross 47, Colgate 7 Husson 50, Anna Maria 49 Indiana (Pa.) 30, Mercyhurst 13 Johnson C. Smith 27, Lincoln (Pa.) 20 Johnson C. Simir 17, Intronin (Fa.) 20 Kutztown 20, Shepherd 3 Lafayette 28, Monmouth (NJ) 20 Lebanon Valley 45, Eastern 7 Marshall 24, Virginia Tech 17 Mass. Maritime 21, Fitchburg State 3 Mass.-Dartmouth 59, Worcester State 0 Merchant Marine 36, SUNY Maritime 19 Miami 41 Temple 7 Merchant Marine 36, SUNY Mariti Miami 41, Temple 7 Millersville 23, West Chester 14 Misericordia 35, Alvernia 15 Morrisville State 20, Moravian 19 New Haven 41, Franklin Pierce 14 New Mexico 34, Umass 31, OT Nichols 52, Hartwick 3 Norfolk State 21, Towson 14 North Carolina 41, Pittsburgh 24 Pace 24, American International 14 Penn 37, Bucknell 21 Penn State 31, Iowa 0 RPI 63, Dean 0 Richmond 20, Stony Brook 19 Robert Morris 46, Va. Lynchburg 0 Rochester 29, New England 27, 20T Sacred Heart 37, St. Francis (Pa.) 34 Salve Regina 34, MIT 7 Shippensburg 7, Bloomsburg 0 Slippery Rock 35, Seton Hill 14 Springfield 63, Coast Guard 14 St. Anselm 42, Post 21 St. John Fisher 29, Wilkes 20 St. Lawrence 28, Castleton 0 Susquehanna 26, W. New England 18 Susquenanna 2b, W. New England I Syracuse 29, Army 16 Trinity (Conn.) 48, Colby 7 Tufts 44, Bates 16 UNC-Pembroke 37, West Liberty 19 Union (NY) 43, Montclair State 7 Utica 31, Curry 7 Villanova 35, Rhode Island 9 W. Virginia State 31, Glenville State 21 WPI 38, Norwich 17 Wagner 30, Merrimack 27 wagner 30, Merrimack 27 Washington & Jefferson 56, Thiel 14 Wesleyan (Conn.) 24, Middlebury 21 West Virginia 20, Texas Tech 13 Westminster (Pa.) 31, Waynesburg 20 Wheeling Jesuit 44, Concord 27

Alabama 24, Mississippi 10 Albany State (Ga.) 15, Savannah State 12 Belhaven 34, Greensboro 0 Benedict 31, Chowan 3 Berry 49, Centre 16 Brevard 37, Maryville (Tenn.) 35, 30T Butler 28, Stetson 18 Cent. Michigan 34, South Alabama 30 Chattanooga 47, Samford 24 Colorado State 31, Middle Tennessee 23 Davidson 84, St. Andrews 6 Delta State 56, Shorter 20 E. Kentucky 41, SE Missouri 38 East Carolina 44, Gardner-Webb 0 Edward Waters 44, Morehouse 13 Elon 28, Campbell 24 Fayetteville State 10, Virginia Union 7 Florida 22, Charlotte 7 Florida A&M 23, Alabama State 10 Florida Admit 3, Alabamia State 10 Florida State 31, Clemson 24, OT Fort Valley State 31, Kentucky State 9 Furman 38, Mercer 14 Georgia 49, UAB 21 Georgia Tech 30, Wake Forest 16 Grambling State 35, Texas Southern 23 Hendrix 53, Millsaps 42 Houston Christian 34, SE Louisiana 19 Houtingdon 41, Lagrange 6 Jackson State 22, Bethune-Cookman 16 Jacksonville State 21, E. Michigan 0 Kentucky 45, Vanderbilt 28 Kentucky Wesleyan 13, Ohio Dominican 10 LSU 34, Arkansas 31 Lenoir-Rhyne 24, Carson-Newman 7 Liberty 38, FIU 6 Limestone 38, Virginia-Wise 17 Louisiana-Lafayette 45, Buffalo 38 Louisville 56, Boston College 28 Mars Hill 16, Barton 14 Methodist 27, S. Virginia 21, OT Miles 55, Clark Atlanta 14 NC Central 45, MVSU 3 Newberry 24, Erskine 17 Old Dominion 10, Texas A&M Commerce 9 Prairie View 23, Alcorn State 20 SC State 31, The Citadel 10 Shenandoah 48, Juniata 7 South Carolina 37, Mississippi State 30 South Florida 42, Rice 29 Tennessee 45, UTSA 14 Tennessee Tech 17, Kennesaw State 7 Troy 27, W. Kentucky 24 Tulane 36, Nicholls 7 Tusculum 35, Catawba 21 Tuskegee 28, Lane 22, 20T UT Martin 37, North Alabama 21 VMI 17, Wofford 14 Valdosta State 28, North Greenville 3 Virginia State 33, Livingstone 0 W. Carolina 77, Charleston Southern 21 West Alabama 10, Mississippi College 7 West Florida 49, West Georgia 21 William & Mary 28, Maine 3 Wingate 31, Emory & Henry 10 Winston-Salem 30, Bluefield State 0

MIDWEST
Albion 30, Wis.-Stevens Pt 7
Allen 34, Central State (Ohio 28
Alma 48, Wittenberg 28
Augsburg 33, Gustenberg 28
Augsburg 33, Gustenberg 28
Augsburg 33, Gustenberg 28
Augsburg 33, Gustenberg 28
Augsburg 34, Gustenberg 21
Baldwin Wallace 31, Ohio Northern 21
Baldwin Wallace 31, Ohio Northern 21
Baldwin Wallace 31, Ohio Northern 21
Benridii State 41, Mary 10
Benedictine (III) 48, Concordia (III.) 14
Carleton 31, Hamline 27
Carroll (Wis.) 70, Illinois Wesleyan 28
Cent. Missouri 58, Washburg 28
Central 41, Luther 16
Coe 56, Nebreska Wesleyan 6
Concordia (Moor), 49, 5t. Scholastica 16
Concordia (Wis.), 41, Wis. Lutheran 0
Davenport 55, William Jewell 27
DeFaux 28, Ohio Wesleyan 7
Denison 55, Hiram 24
Dubuque 35, Loras 23
E. Illinois 31, McNeese State 28
Emporia State 38, Cent. Oklahoma 27
Eureka 21, 5t. Norther 17
Europe 54, Morthwestern (Minn.) 17
Illinois 23, FAU 17
Illinois 24, Heidelberg 7
Kansas 38, BYU 27
Kansas State 44, UCF 31
Lakeland 41, Rockford 20
Marietta 50, Otterbein 0
Marist 36, Valaparasio 30, 07
Maryland 31, McNeese 27
Missouri State 59, Utah Tech 14
Missouri Washburg 18, Maryland 31, Minn. Duluth 33, SW Minnesota 0
Minn.-Morris 38, Lawrence 22
Minnesota State 42, Concordia (St. Paul) 10
Missouri State 43, Winnesota 34, OT Northwood (Mich.) 68, Lake Erie 14
Missouri State 43, Wesper 18, Fort Hays State 7
Mount Linoin 74, Muskingun 77
NW Missouri State 59, Lincoln (Mo.) 0
Northwestern 38, Hollinoin 77
NW Missouri State 59, Lincoln (Mo.) 0
Northwestern 37, Minnesota 34, OT Northwood (Mich.) 68, Lake Erie 14
Ohio 38, Bowlinoid 19
Minn.-Morris 38, Millinoid 19
Aushington 74, Winchigan 37
Turman State 41, Wayne State (Mich.)

Friday's scores Air Force 45, San Jose State 20 Boise State 34, San Diego State 31 Endicott 37, Hardin Simmons 10

Thursday's scores
Alabama A&M 31, Ark.-Pine Bluff 24
Franklin & Marshall 34, College of NJ 9
Georgia State 30, Coastal Carolina 17

Harvard 34, Brown 31 NC State 24, Virginia 21 Wisconsin 38, Purdue 17

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE In re: Chapter 11
PGX HOLDINGS, INC., et al., Case No. 23-10718 (CTG)) (Jointly Administe NOTICE OF HEARING TO CONSIDER (I) THE ADEQUACY OF THE DISCLOSURE STATEMENT AND (II) CONFIRMATION OF THE FIRST AMENDED JOINT CHAPTER 11 PLAN FILED BY THE DEBTORS

PLEASE TAKE NOTICE THAT on September 16, 2023, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. 478] (the "Interim Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes on the First Amended Joint Chapter 11 Plan of PGX Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (as modified, amended, of upplemented from time to time, the"<u>Plan</u>");² (b) approving on an interir asis the *First Amended Disclosure Statement for the First Amended Joir.* basis the First Amended Disclosure Statement for the First Amended Joint Chapter 11 Plan of PSC Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan; and (e) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider the Confirmation of the Plan (the "Confirmation Hearing") will commence on October 27, 2023, at 10:00 a.m., prevailing Eastern Time before the Honorable Craig T. Goldblatt, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market St. N, Third Floor, Wilmington, DE 19801.

PLEASE BE ADVISED: THE COMBINED HEARING MAY BE CONTINUED basis the First Amended Disclosure State

Third Floor, Wilmington, DE 19801.

PLEASE BE ADVISED: THE COMBINED HEARING MAY BE CONTINUED FROM TIME TO THE COMBINED HEARING MAY BE CONTINUED FROM TIME TO THE OUTRY OF THE PETOR'S WITHOUT FURTHER NOTICE OF HEAD THE STATE OF ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT OF THE THE POST OF ADJOURNMENT ARE AVAILABLE FREE OF CHARGE ON THE DEBTOR'S CASE WEBSITE AT HITPS://WWW.KCCLL.ORIPPG/S.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN Voting Record Date. The voting record date is September 15, 2023. which was the date for determining which Holders of Claims in Classes 4,5,6,66,66,C and GD as applicable, are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is October 20, 2023, at 4:00 p.m., prevailing Eastern Time (the "Voting Poting Deadline.")

20, 2023, at 4:00 p.m., prevailing Eastern Time (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you must: (a) follow the instructions carefully; (b) complete all of the required information on the ballot, and (c) execute and return your completed Ballot according to and as set forth n detail in the voting instructions so that it is actually received by the Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC Inc. (the "<u>Claims and Noticing Agent</u>") on or before the Voting Deadline. *J*

lure to follow such instructions may disqualify your vote. CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN <u>ARTICLE VIII</u> OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND NJUNCTION PROVISIONS, AND <u>ARTICLE VIII.D CONTAINS A THIRD</u> PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED

Plan Objection Deadline. The deadline for filing objections to the Plan, as applicable, is October 20, 2023, at 4:00 p.m., prevailing Eastern Time (the "Plan Objection Deadline"). All objections to the relie sought at the Confirmation Hearing must: (a) be in writing; (b) conforn to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any order of the Court; (c) state, with particularity, the basis and nature of an objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Cour contemporaneously with a proof of service) and served upon the couns to the Debtors, the Ú.S. Trustee, counsel to the DIP Lenders, counsel to the Consenting Prepetition First Lien Lenders, counsel to the Consentin Prepetition Second Lien Lenders, and counsel to the Committee so as to b actually received on or before the Plan Objection Deadline

Please be advised that Article VIII of the Plan contains th Please be advised that Article VIII of the Plan contains the following release, exculpation, and injunction provisions:
Article VIII.C of the Plan provides for a release by the Debtors (the "Debtor Release"):Notwithstanding anything contained in the Plan or the Confirmation Order to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, upon entry of the Confirmation Order and effective as of the Effective Date, to the Confirmation Order and effective as of the Effective Date, to the the adequacy of which is hereby confirmed, upon entry of the Confirmation Order and effective as of the Effective Date, to the fullest extent permitted by applicable law, each Released Party is, and is deemed hereby to be, fully, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Wind-Down Debtor, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, including any Estate representative appointed or selected pursuant to section 1123(1) of the Bankruptcy Gode, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Wind-Down Debtor, or their Estates, that any such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor, the Wind-Down Debtor, or other Entity, or that any Holder of any Claim against or Interest in a Debtor, the Wind-Down Debtors or the Wind-Down Debtors or other Entity, or that any Holder of any Claim against or Interest in a Debtor, the Wind-Down Debtors or the Wind-Down Debtors and the Wind-Down Debtors or the Wind-Down Debtors or the Wind-Down Debtors or other Entity could have asserted on behalf of the Debtors or the Wind-Down Debtors and the Wind-Down Debtors and the Wind-Down Debtors or the Wind-Down Debtors or the Wind-Down Debtors and the Wind-Down Debtors or the Wind-Down Debtors and the Wind-Down Debtors or the Wind-Down Debtors or the Wind-Down Debtors or the Wind-Down Debtors or Debtor's capital structure, management, ownership, or operation thereof or otherwise), the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor or the Wind-Down Debtor and any Released Party, the Debtors in- or out-of-court restructuring efforts, the purchase, sale, or rescission of any security of the Debtors or the Wind-Down Debtor, any Avoidance Actions but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors or the Wind-Down Debtor), intercompany transactions between or among a Debtor, the Wind-Down Debtor, or an affiliate of a Debtor and another Debtor, the Wind-Down Debtor, or affiliate of a Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transaction, the DIP Credit Agreement, the Prepetition Fecond Lien Credit Agreement, the Prepetition Second Lien Credit Agreement, and other Definitive Document or any Restructuring Transaction, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transaction, any other Definitive Document and of the Restructuring Transactions. and another Debtor, the Wind-Down Debtor, or affiliate of a Debtor Statement, the Plan, the Plan Supplement, the Sale Transaction, any other Definitive Document, any of the Restructuring Transactions, any other Definitive Document, any of the Restructuring Transactions, the Chapter 11 Cases, the fling of the Chapter 11 Cases, the pursuit of Confirmation, 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 upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date (solely to the extent such obligation does not arise from any acts or omissions prior to the Effective Date of any post-Effective Date transaction contemplated by the Plan or the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement)

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Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankrupty Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, the Released Parties' contribution to facilitating the Restructuring Transactions and implementing the Claims (2) a good faith settlement and compromise of the Claims (2) a good faith settlement and compromise of the Claims or the Debtor Release; (3) in the best interests of the claims faither than the Claims and the Plan (2) and the Plan (3) and the Plan (4) are the Plan or any other related agreement, except for facilitating the Restructuring Transactions and implementation to the Plan, or the distribution of property under the Plan or any other related agreement, except for facilitating the Restructuring Transactions and implementation to the Plan, or the Plan, including the exchange for the good and valuable consideration to facilitation to facilitation to facilitate the Plan (4) and implementation of the Plan, including the exchange for the good and valuable consideration to facilitation to facilitat any Claim or Cause of Action released pursuant to the Debtor Release.

and discharged by each Releasing Party from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Wind-Down Debtor, or the Estates, that such Entity Disclosure Statement, the Plan, the Plan Supplement, the Sale Transaction, the DIP Credit Agreement, the Prepetition First Lien Credit Agreement, the Prepetition Second Lien Credit Agreement any other Definitive Document or any Restructuring Transaction, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transaction, any other Definitive Document, any of the Restructuring Transactions, the Chapter 11 Cases, the fling of the Chapter 11 Cases, 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 upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Date.

Notwithstanding anything to the contrary in the foregoing, the Third-Party Release does not release (1) any obligations arising on or after the Effective Date (solely to the extent such obligation does not arise from any acts or omissions prior to the Effective Date) of any party or Entity under the Plan, the Confirmation Order, or any post-Effective Date transaction contemplated by the Plan or the Restructuring Transactions, or any document, instrument, any actions to interfere with the implementation or Consummation or agreement (including those set forth in the Plan Supplement) of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as

Entry of the Confirmation Order shall constitute the Bankruptcy and Court's approval, pursuant to Bankruptcy and Bonkruptcy Bonkruptcy and Bonkruptcy Bonkruptcy and Bonkruptcy B

INCLUDING ACTIONS OF REMEMBERS UNDER SECTIONS 544, 3-49, 5-49, 50-55,555,087,552 OR 553 OF THE BANKRUPTCY CODE.

UNDER THE PLAN, "DEBTOR RELEASE" MEANS THE RELEASES GIVEN ON BEHALE OF THE DEBTORS AND THEIR ESTATES AS SET FORTH IN ARTICLE VIII.C OFTHE PLAN.

UNDER THE PLAN, "RELEASED PARTY" MEANS, EACH OF, AND IN EACH CASE IN ITS CAPACITY AS SUCH: (A) THE DEBTORS; (B) THE WIND-DOWN DEBTOR; (C) THE PLAN ADMINISTRATOR; (D) EACH CONSENTING SYKEHOLDER; (E) THE AGENT; (F) ALL HOLDERS OF LAIMNS; (G) ALL HOLDERS OF INTERESTS; (H) THE PURCHASERS; (I) THE COMMITTEE AND ITS MEMBERS (IN THEIR CAPACITY AS COMMITTEE MEMBERS); (I) THE CREDITOR TRUST; (K) CACH CURRENT AND FORMER AFFILIATE OF EACH ENTITY INCLUDES (A) THROUGH THE FOLLOWING CLUSSE (L); APPROVIDED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH THIS CLAUSE (L); AND (L) EACH ELASED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH THIS CLAUSE (L); THE PROVIDED THAT ANY HOLDER OF A CLAIM OR INTEREST THAT OFF SOLT THE RELEASES ONTAINED INTHE PLANS SHALL NO BE ARELEASED PARTY OF THE RELEASES ONTAINED INTHE PLANS SHALL NO BE ARELEASED PARTY OF THE RELEASES ONTAINED INTHE PLANS SHALL NO BE ARELEASED PARTY OF THE RELEASES ONTAINED INTHE PLANS SHALL NO BE A RELEASED PARTY. HE RELEASES CONTAINED IN THE PLAN SHALL NOT BE A RELEASED PARTY.

UNDER THE PLAN, "RELEASING PARTIES" MEANS, EACH OF, AND IN

ACH CASE IN ITS CAPACITY AS SUCH: (A) THE DEBTORS; (B) THE WIND-DOWN DEBTOR; (C) THE PLAN ADMINISTRATOR; (D) EACH CONSENTING TAKEHOLDER; (E) THE AGENT; (F) ALL HOLDERS OF CLAIMS; (G) ALL IOLDERS OF INTERESTS; (H) THE PURCHASERS; (I) THE COMMITTEE AND IS MEMBERS (IN THEIR CAPACITY AS COMMITTEE MEMBERS); (J) THE REDITOR TRUST (INCLUDING THE CREDITOR TRUSTEE ON BEHALF OF HE CREDITOR TRUST); (K) EACH CURRENT AND FORMER AFFILIATE OI EACH ENTITY IN CLAUSE (A) THROUGH THE FOLLOWING CLAUSE (L); AND L) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH THIS LAUSE (L) FOR WHICH SUCH AFFILIATE OR ENTITY IS LEGALLY ENTITLED O BIND SUCH RELATED PARTY TO THE RELEASES CONTAINED IN THE PLAN NDER APPLICABLE LAW; PROVIDED, HOWEVER, THAT IN EACH CASE, AN NTITY SHALL NOT BE A RELEASING PARTY IF IT: (X) ELECTS TO OPT OU IF THE RELEASE CONTAINED IN THE PLAN; OR (Y) TIMELY OBJECTS TO TH HIRD-PARTY RELEASE AND SUCH OBJECTION IS NOT WITHDRAWN BEFORE Article VIII.E of the Plan provides for an exculpation of certain partie

(the "Exculpation"): Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability for, and each Exculpated Party shall be released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to o related to any act or omission in connection with, relating to or arising out of the Chapter 11 Cases prior to the Effective Date, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement and related prepetition transactions, the Disclosure Statement, the Sale Transaction, the Plan, the Plan Supplement, any other Definitive Document, or any

executed to implement the Plan or the Restructuring Transactions; or (2) any matters retained by the Debtors and the Wind-Down bebtor pursuant to the Schedule of Retained Causes of Action.
Entry of the Confirmation Order shall constitute the Bankruptcy fourt's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and further, shall constitute in the State Transaction and the filing of the Chapter 11 Cases, the pursuit of Confirmation, the Agian and definitions contained in the Plan and further, shall constitute in the State Transaction the pursuit of Confirmation, the Interests; (4) fair, equitable, and reasonable; (5) given and made compliance with the applicable laws with regard to the solicitation after due notice and opportunity for a hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtor, or the Debtors' Estates asserting and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, Article VIII.D of the Plan provides for a third-party release by the rule, or regulation governing the solicitation of acceptances or Article VIII.D of the Plan provides for a finit-party release by the rule, or regulation governing the solicitation or acceptances or measurements of the Plan or such distributions made pursuant to the expressly set forth in this Plan or the Confirmation Order, effective Plan. Notwithstanding anything to the contrary in the foregoing, as of the Effective Date of any Policy of which is hereby confirmed, each Released Party is, and is deemed hereby to be, fully, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each Releasing Party from any and all claims and Causes of Action, whether known or unknown, including any executed consideration, ascertables on healt of any of the plan. Supplement the Plan.

Article VIII.F of the Plan establishes an injunction (the "Injunction") derivative claims, asserted or assertable on benair or any or unDebtors, the Wind-Down Debtor, or the Estates, that such Entity
from, in whole or in part, the Debtors or the Wind-Down Debtors'
from, in whole or in part, the Debtors or the Wind-Down Debtors'
claims, Interests, or Causes of Actions; (3)
or may hold Claims, Interests, or Causes of Actions that have been
released, discharged, or are subject to exculpation are permanently
released, discharged, or are subject to exculpation are permanently
released, discharged, or are subject to exculpation are permanently
released, discharged, or are subject to exculpation are permanently
released, discharged, or are subject to exculpation are permanently
following actions against, as applicable, the Debtors, the Windtown Debtor, any flaim or Interest that is treated in the Plan, the
business or contractual arrangements between any Debtor or the
Wind-Down Debtor and any Released Party, the Debtors in- or outof-court restructuring gent between any Debtor or the
Wind-Down Debtor and any Released Party, the Debtors in- or outof-court restructuring uprofuse, sale, or rescission of
any security of the Debtors or the Wind-Down Debtor, any Avoidance
Actions (but excluding Avoidance Actions brought as counterclaims
or defenses to Claims asserted by the Debtors or the Wind-Down
Debtor, intercompany transactions, the Chapter 11 Cases, the
formulation, preparation, dissemination, solicitation, negotiation,
entry into, or filing of the Restructuring support Agreement, the
Disclosure Statement, the Plan tupel profuse the property of such Entities on account of or in connection
with or with respect to any such Claims, Interests, or Causes of
Actions (3) creating, perfecting, or
machine the Exculpated Parties, or Causes of
Actions; (3) creating, perfecting, or
machine the Exculpated Parties, or Causes of
Actions; (3) creating against such Entities or the
property or filing of the Restructuring Support Agreement of
any such profuse and the property of such Entities and acco Effective as of the Effective Date, all Entities that have held, hold to any kind against any bungatoune from sach rithles to against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Actions unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Actions released, settled or subject to exculpation pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the injunction set forth above does not enjoin the enforcement of any obligations arising on or after the Effective Date of any Person or Entity under the Plan, any post-Effective Date transaction contemplated by the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed trimplement the Plan.

oocument, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking or agreement (including those set form in the Plan supplements)
or the Plan. Lack nodes or an inover of an in

provided by the Released Parties; [A] a good faith settlement and Incomposition of the Claims released by the Third-Party Release; [5] in the best interests of the Debtors, the Wind-Down Debtor, and the Estates; [6] fair, equitable, and reasonable; (7) given and made after due notice and opportunity for a hearing; and [8] a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

UNDER THE PLAN, "AVOIDANCE ACTIONS" MEAN AMY AND ALL AVOIDANCE, ENCOYER, OR SUBROBINIATION ACTIONS OR REMDIEST HAT AND ALL AVOIDANCE, ENCOYER, OR SUBROBINIATION ACTIONS OR REMDIEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR REMDIEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR SEMBLEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR SEMBLEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR SEMBLEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR REMDIEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR REMDIEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR REMDIEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR REMDIEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR REMDIEST HAT AND ALL AVOIDANCE, BROOTING ALL ROTHORS OR REMDIEST HAT AND ALL AVOIDANCE, BROOTING AND ALL AVOID

more reject the Plan.

The Plan Supplement. The Debtors will file documents constituting the Plan Supplement (as defined in the Plan) on or prior to October 13, 2023, and will serve notice on all Holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement. BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS OR

INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN. HAS FILED A PROOF OF CLAIM OR INTEREST IN THESE CHAPTER 11 CASES OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1808); Credit.com, Inc. (1808); efolks Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); efolks Holdings, Inc. (5213); efolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progresion ASG, Inc. (5153); Progresion Holdings, Inc. (7123); Progresion [Inc. (5179); Progresion Marketing, Inc. (5073); and Progresion Teleservices, Inc. (5110). The location of the Debtor's service address for numeros of these Arbert 11 crossics: 257-5812 000 Kurth Suite. address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200. Salt Lake City. Utah 84111.

Capitalized terms not otherwise defined herein have the same

The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs.