Docket #331 Date Filed: 3/21/2023

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

In re:	) Chapter 11
AVAYA INC., *et al.*,[1]	) Case No. 23-90088 (DRJ)
Debtors.	) (Jointly Administered)

ORDER APPROVING THE DEBTORS' DISCLOSURE STATEMENT FOR, AND CONFIRMING, THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES

The above-captioned debtors (collectively, the "Debtors") having:[2]

a. entered into that certain restructuring support agreement dated as of February 14, 2023 (as may be modified, amended, or supplemented from time to time, and together with all term sheets, schedules, annexes, and exhibits appended thereto, the "RSA") by and among the Company Parties, RingCentral, and the Consenting Stakeholders;

b. entered into that certain backstop commitment agreement dated as of February 14, 2023 (as may be modified, amended, or supplemented from time to time, and together with all schedules and exhibits appended thereto, the "RO Backstop Agreement"), between the Debtors and the RO Backstop Parties;

c. commenced distribution, on February 14, 2023, of (i) the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 50] (as amended, supplemented, or otherwise modified from time to time including by virtue of the Plan Modifications (as defined below), the "Plan"), (ii) the *Disclosure Statement Relating to the Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 51] (the "Disclosure

[1] A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at http://www.kccllc.net/avaya. The location of Debtor Avaya Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 350 Mount Kemble Avenue, Morristown, New Jersey 07960.

[2] Capitalized terms used but not otherwise defined in these findings of fact, conclusions of law, and order (collectively, the "Confirmation Order") have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Bankruptcy Code (each as defined herein), as applicable. The rules of interpretation set forth in Article I.B of the Plan apply.

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Statement"), and (iii) ballots for voting on the Plan to Holders of Claims entitled to vote on the Plan, namely Holders of Class 4 Claims (the "First Lien Claims"), in accordance with the terms of title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules");

d. subsequent to commencing distribution of the Disclosure Statement and Plan, commenced, on February 14, 2023 (the "Petition Date"), these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code;

e. filed, on February 14, 2023, the Plan and the Disclosure Statement;

f. filed, on February 14, 2023, the *Declaration of Eric Koza, Chief Restructuring Officer of Avaya Holdings Corp. and Certain of Its Affiliates and Subsidiaries, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 4] (the "First Day Declaration"), detailing the facts and circumstances of these Chapter 11 Cases;

g. filed, on February 14, 2023, the *Debtors' Emergency Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures, (IV) Approving the Solicitation Procedures, (V) Approving the Combined Notice, (VI) Extending the Time by Which the U.S. Trustee Convenes a Meeting of Creditors and the Debtors File (A) Schedules and SOFAs and (B) Rule 2015.3 Financial Reports, and (VII) Granting Related Relief* [Docket No. 52] (the "Scheduling Motion");

h. obtained, on February 15, 2023, entry of the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures, (IV) Approving the Solicitation Procedures, (V) Approving the Combined Notice, (VI) Extending the Time by Which the U.S. Trustee Convenes a Meeting of Creditors and the Debtors File (A) Schedules and SOFAs and (B) Rule 2015.3 Financial Reports, and (VII) Granting Related Relief* [Docket No. 79] (the "Scheduling Order"), conditionally approving the Disclosure Statement and approving:

   i. the *Notice of (I) Commencement of Prepackaged Chapter 11 Bankruptcy Cases, (II) Hearing on the Disclosure Statement, Confirmation of the Joint Prepackaged Chapter 11 Plan, and Related Matters, and (III) Objection Deadlines and Summary of the Debtors' Joint Prepackaged Chapter 11 Plan* [Docket No. 79, Ex. 1] (the "Combined Notice"), which contained notice of the commencement of these Chapter 11 Cases, the date and time set for the hearing to consider approval of the Disclosure Statement and

Confirmation of the Plan (the "Combined Hearing"), and the deadline for filing objections to the Plan and the Disclosure Statement; and

ii. the *Notice of Non-Voting Status to Holders or Potential Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan and Holders or Potential Holders of Impaired Claims Conclusively Presumed to Reject the Plan* [Docket No. 79, Exs. 3, 3A, 3B, 3C, 3D, and 3E] (the "Notice of Non-Voting Status and Opt-Out Form");

i. served, on February 17, 2023, the Combined Notice and the Notice of Non-Voting Status and Opt-Out Form;

j. filed, on February 27, 2023, the *Certificate of Service* of the Combined Notice [Docket No. 235] (the "Combined Notice Certificate");

k. filed on March 17, 2023, the *Supplemental Certificate of Service* of the Combined Notice [Docket No. 312] (the "Supplemental Combined Notice Certificate");

l. published, on February 17, 2023, in *The New York Times*, as evidenced by the *Proof of Publication* [Docket No. 145], notice of the commencement of these Chapter 11 Cases (the "Publication Certificate," and together with the Combined Notice Certificate, and the Supplemental Combined Notice Certificate, the "Certificates"), consistent with the Scheduling Order;

m. filed, on February 24, 2023, the *Debtors' Motion for Entry of an Order (I) Authorizing Assumption of the RingCentral Agreements and (II) Granting Related Relief* [Docket No. 231] (the "RingCentral Motion");

n. filed, on March 15, 2023, the *Plan Supplement for the Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 300] (the "Plan Supplement");

o. filed, on March 21, 2023, the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Technical Modifications)* [Docket No. 325] and attached hereto;

p. filed, on March 21, 2023, the *Declaration of James Lee Regarding the Solicitation and Tabulation of Votes on the Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 329] (the "Voting Report");

q. filed, on March 21, 2023, the *Memorandum of Law of Avaya Inc. and Its Debtor Affiliates in Support of an Order Approving the Debtors' Disclosure Statement for, and Confirming, the Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 330] (the "Confirmation Brief");

r. filed, on March 21, 2023, the *Declaration of Eric Koza, in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 327] (the "Koza Declaration");

s. filed, on March 21, 2023, the *Declaration of David M. Barse in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 326] (the "Barse Declaration");

t. filed, on March 21, 2023, the *Declaration of Roopesh Shah in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 328] (the "Shah Declaration" and, together with the Koza Declaration and the Barse Declaration, the "Confirmation Declarations"); and

u. operated their businesses and managed their properties during these Chapter 11 Cases as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The Court having:

a. entered, on February 15, 2023, the Scheduling Order;

b. set March 17, 2023, at 4:00 p.m. prevailing Central Time as the deadline to file objections to the Disclosure Statement and the Plan (the "Objection Deadline");

c. set March 22, 2023, at 10:00 a.m. prevailing Central Time as the date and time for the Combined Hearing, pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;

d. reviewed the Plan, the Disclosure Statement, the Scheduling Motion, the Plan Supplement, the Confirmation Brief, the Confirmation Declarations, the Voting Report, the Combined Notice, the Certificates, and all filed pleadings, declarations, affidavits, certificates, exhibits, statements, and comments regarding final approval of the Disclosure Statement and Confirmation of the Plan, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Case;

e. considered the Restructuring Transactions incorporated and described in the Plan or Plan Supplement, as applicable;

f. held the Combined Hearing;

g. heard the statements and arguments made by counsel with respect to the approval of the requested relief in the Scheduling Motion, including the approval of the solicitation procedures set forth therein (the "Solicitation Procedures") and the Confirmation Schedule;

h. reviewed the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan;

i. heard the statements and arguments made by counsel in respect of approval of the Disclosure Statement and Confirmation of the Plan;

j. considered all oral representations, testimony, documents, filings, and other evidence regarding approval of the Disclosure Statement and Confirmation of the Plan;

k. overruled (i) any and all objections to final approval of the Disclosure Statement and Confirmation, except as otherwise stated or indicated on the record, and/or (ii) all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated; and

l. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party in interest to object to approval of the Disclosure Statement and 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 the legal and factual bases set forth in the documents filed in support of approval of the Disclosure Statement and Confirmation of the Plan 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:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

A. Findings and Conclusions.

1. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the

extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

B. Jurisdiction, Venue, and Core Proceeding.

2. The Court has jurisdiction over these Chapter 11 Cases pursuant to section 1334 of title 28 of the United States Code. The Court has exclusive jurisdiction to determine whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code. Approval of the Disclosure Statement, including the associated Solicitation Procedures, and Confirmation of the Plan are core proceedings within the meaning of section 157(b)(2) of title 28 of the United States Code. This Court may enter a final order consistent with Article III of the United States Constitution.

C. Eligibility for Relief.

3. The Debtors were and are Entities eligible for relief under section 109 of the Bankruptcy Code. The Debtors are a proper plan proponent under section 1121(a) of the Bankruptcy Code.

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

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 15], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in

these Chapter 11 Cases. No statutory committee of unsecured creditors or equity security holders has been appointed pursuant to section 1102 of the Bankruptcy Code in these Chapter 11 Cases.

E. Modifications to the Plan.

5. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan described or set forth in this Confirmation Order constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. These modifications are consistent with the disclosures previously made pursuant to the Disclosure Statement, and notice of these modifications was adequate and appropriate under the facts and circumstances of these 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 on the Plan under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast votes accepting or rejecting the Plan. Accordingly, the Plan is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

F. Scheduling Order.

6. On February 15, 2023, the Court entered the Scheduling Order, conditionally approving the Disclosure Statement and scheduling March 17, 2023, at 4:00 p.m. (prevailing Central Time) as the deadline for voting to accept or reject the Plan, as well as the deadline for objecting to the adequacy of the Disclosure Statement and the Confirmation of the Plan (the "Voting Deadline").

G. Burden of Proof—Confirmation of the Plan.

7. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard.

H. Notice.

8. As evidenced by the Certificates and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the commencement of these Chapter 11 Cases, the Plan (and the opportunity to opt out of the Third-Party Release), the Rights Offering, the Disclosure Statement, the Combined Hearing, the Plan Supplement, and all of the other materials distributed by the Debtors in connection with Confirmation of the Plan in compliance with the Bankruptcy Code, the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Bankruptcy Local Rules, and the procedures set forth in the Scheduling Order. The Debtors provided due, adequate, and sufficient notice of the Objection Deadline, the Combined Hearing, and any applicable bar dates and hearings described in the Scheduling Order or the Plan, as applicable, in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Scheduling Order. No other or further notice is or shall be required.

I. Opt-Out Deadline Extension.

9. The Opt-Out Deadline is extended to (a) April 10, 2023, solely for those parties set forth on Exhibit A attached to the Supplemental Combined Notice Certificate.

J. Disclosure Statement.

10. The Disclosure Statement contains (a) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy laws, rules, and regulations,

including the Securities Act, and (b) "adequate information" (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein. The filing of the Disclosure Statement with the clerk of the Court satisfied Bankruptcy Rule 3016(b), and the Disclosure Statement, the Plan, the Solicitation Packages (as defined below), and the Notices of Non-Voting Status provided all parties in interest with sufficient notice regarding the settlement, release, exculpation, and injunction provisions contained in the Plan in compliance with Bankruptcy Rule 3016(c).

K. Ballots.

11. The Class of Claims entitled under the Plan to vote to accept or reject the Plan (the "Voting Class") is set forth below:

Class	**Designation**
Class 4	First Lien Claims

12. The ballots (the "Ballots") the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Class adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders in the Voting Class to vote to accept or reject the Plan. As evidenced by the Voting Report, Class 4 has voted to accept the Plan in accordance with the requirements of sections 1126 and 1129 of the Bankruptcy Code.

L. Solicitation.

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

14. As described in the Voting Report and the Confirmation Declarations, as applicable, prior to commencing these Chapter 11 Cases, the Debtors caused the Plan, the Disclosure Statement, and the Ballots (collectively, the "Solicitation Packages"), and on or before February 17, 2023, the Combined Notice, to be transmitted and served to all Holders in the Voting Class, in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Bankruptcy Local Rules, the Scheduling Order, and any applicable non-bankruptcy law. Transmission and service of the Solicitation Packages and the Combined Notice were timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases. No further notice is required.

15. As set forth in the Voting Report, the Solicitation Packages were distributed to Holders in the Voting Class that held a Claim as of February 9, 2023 (the "Voting Record Date"). The establishment and notice of the Voting Record Date were reasonable and sufficient.

16. The period during which the Debtors solicited votes to accept or reject the Plan was a reasonable and sufficient period of time for Holders in the Voting Class to make an informed decision to accept or reject the Plan.

17. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 3 (Prepetition ABL Claims), Class 5 (B-3 Escrow Claims), and Class 6 (Non-HoldCo General Unsecured Claims), (collectively, the "Deemed Accepting Classes") are Unimpaired and conclusively presumed to have accepted the Plan. The Debtors were therefore not required to solicit votes from the Deemed Accepting Classes. Further, the Debtors were not required to solicit votes from the Holders of Claims or Interests in Class 7 (HoldCo Convertible Notes Claims), Class 8 (HoldCo General Unsecured Claims), Class 10 (Section 510 Claims), or Class 12 (Existing Avaya Interests), which were

deemed to reject the Plan (the "Deemed Rejecting Classes"). Holders of Claims in Class 9 (Intercompany Claims) and Holders of Interests in Class 11 (Intercompany Interests) are Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan. Nevertheless, the Debtors served Holders in the non-voting Classes with the Combined Notice and the Notice of Non-Voting Status, including the Opt-Out Form.

M. Voting.

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

N. Plan Supplement.

19. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents are good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan and the RSA (including, for the avoidance of doubt, any consent rights set forth or incorporated therein), and only consistent therewith, the Debtors reserve the right to alter, amend, update, or modify, in each case in whole or in part, the Plan Supplement before the Effective Date. All parties were provided due, adequate, and sufficient notice of the Plan Supplement.

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

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

(i) Proper Classification—Sections 1122 and 1123.

21. The classification of Claims under the Plan is proper and satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code. Article III of the Plan provides for the separate classification of Claims and Interests into 12 Classes. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

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

22. The Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code. Article III of the Plan specifies that Claims in the following Classes (the "Unimpaired Classes") are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code:

Class	Designation
1	Other Secured Claims
2	Other Priority Claims
3	Prepetition ABL Claims
5	B-3 Escrow Claims
6	Non-HoldCo General Unsecured Claims

23. Additionally, Article II of the Plan specifies that Allowed Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims will be paid in full in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

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

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

Class	Designation
4	First Lien Claims
7	HoldCo Convertible Notes Claims
8	HoldCo General Unsecured Claims
10	Section 510 Claims
12	Existing Avaya Interests

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

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

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

26. The Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code. The provisions in Article IV and elsewhere in the Plan, and in the exhibits and attachments to the Plan, the Plan Supplement, and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including, among other provisions: (a) the good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan; (b) authorization for the Debtors and the Reorganized Debtors, as applicable, to take all actions necessary to effectuate the Plan, including those actions necessary to effectuate the Restructuring Transactions, the Rights Offering, the RO Backstop Agreement, and any restructuring transaction steps set forth in the Plan Supplement, as the same may be modified or

amended (in accordance with the terms of the Plan, the RSA, and the RO Backstop Agreement, subject, in each case, to any consent rights set forth or incorporated therein) from time to time prior to the Effective Date; (c) the appointment of the New Board; (d) the funding and sources of consideration for the Plan distributions, including the Exit Facilities, the Rights Offering and the RO Backstop Agreement, the New Equity Interests, and Cash on hand; (e) preservation of the Debtors' corporate existence following the Effective Date (except as otherwise provided in the Plan); (f) the vesting of the Estates' assets in the respective Reorganized Debtors; (g) the cancellation of existing agreements and Interests; (h) the authorization and approval of corporate actions under the Plan; (i) the adoption of the Governance Documents; (j) the effectuation and implementation of other documents and agreements contemplated by, or necessary to effectuate, the transactions contemplated by the Plan; (l) the assumption of certain employment obligations; (m) the adoption and implementation of the Management Incentive Plan; (n) the preservation of Claims and Causes of Action not released pursuant to the Plan; and (o) the closing of certain of the Chapter 11 Cases.

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

27. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code. Article IV.J of the Plan provides that the Governance Documents will comply with section 1123(a)(6) of the Bankruptcy Code. The Governance Documents prohibit the issuance of non-voting Equity Securities to the extent prohibited by 1123(a)(6) of the Bankruptcy Code and provide for an appropriate distribution of voting power among the classes of securities possessing voting power.

(vii) Disclosure of New Directors and Officers—Section 1123(a)(7).

28. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. Article IV.K of the Plan sets forth the structure of the New Board, which shall consist of members as designated in accordance with the Governance Term Sheet.

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

29. The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. Article III of the Plan impairs or leaves unimpaired each Class of Claims and Interests.

(ix) Assumption—Section 1123(b)(2).

30. The Plan is consistent with section 1123(b)(2) of the Bankruptcy Code. Article V of the Plan provides for the assumption of all of the Debtors' Executory Contracts and Unexpired Leases, other than the Unexpired Leases identified on the Rejected Executory Contract and Unexpired Lease List and as otherwise provided in Article V.A of the Plan, and the payment of Cures, if any, related thereto, not previously assumed, assumed and assigned, or rejected during these Chapter 11 Cases under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases may include the assignment of certain of such contracts to Affiliates. The Debtors' determinations regarding the assumption or rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, the Debtors' Estates, Holders of Claims, and other parties in interest in the Chapter 11 Cases. Entry of this Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assumptions and assignments, and/or rejections, as applicable, including the assumption of the Executory Contracts or Unexpired Leases as provided in the Plan Supplement pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

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

31. Compromise and Settlement. The Plan is consistent with section 1123(b)(3) of the Bankruptcy Code. In accordance with Bankruptcy Rule 9019, and in consideration of the distributions, settlements, and other benefits provided under the Plan, including the HoldCo Convertible Notes Settlement and the 2023 PBGC Settlement Agreement, except as stated otherwise in the Plan, the provisions of the Plan constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, subordination, and other legal rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The compromise and settlement of such Claims and Interests embodied in the Plan and reinstatement and unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

32. Debtor Releases. Article VIII.C of the Plan describes certain releases granted by the Debtors (the "Debtor Releases"). The Debtors have satisfied the business judgment standard under Bankruptcy Rule 9019 with respect to the propriety of the Debtor Releases. The Debtor Releases are a necessary and integral element of the Plan, and are fair, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtor Releases are: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Releases; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; (f) narrowly tailored to the circumstances of the Chapter 11 Cases, and

(g) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Releases. The Debtor Releases for the Debtor Related Parties are appropriate because the Debtor Related Parties share an identity of interest with the Debtors, supported the Plan and these Chapter 11 Cases, and actively participated in meetings, negotiations, and implementation during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization.

33. Third Party Release. Article VIII.D of the Plan describes certain releases granted by the Releasing Parties (the "Third-Party Release"). The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The Combined Notice sent to Holders of Claims and Interests and published in the *New York Times* on February 17, 2023, and the Ballots sent to all Holders of Claims and Interests entitled to vote on the Plan, in each case, unambiguously stated that the Plan contains the Third-Party Release. Such release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Also, the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) narrowly tailored to the circumstances of the Chapter 11 Cases; and (i) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

34. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any Released Party (i) other than a Released Party that is a Reorganized Debtor, Debtor, or a director, officer, or employee of any Debtor as of the Petition Date, from any claim or Cause of Action with respect to (a) the repurchase, redemption, or other satisfaction by any Company Party of HoldCo Convertible Notes previously held by such Released Party prior to the Petition Date or (b) the marketing, arrangement, syndication, issuance, or other action or inaction with respect to the incurrence of the B-3 Term Loans or the Secured Exchangeable Notes or (ii) from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

35. Article VIII.E of the Plan describes certain releases granted by the Settlement Group Releasing Parties in connection with the HoldCo Convertible Notes Settlement. Each Settlement Group Releasing Party, in consideration for granting the voluntary releases set forth in Article VIII.E of the Plan, will receive its Pro Rata share of the HoldCo Convertible Notes Settlement Consideration, subject to and in accordance with Article IV.B of the Plan.

36. Based upon the representations and arguments of counsel to the Debtors and all other testimony either actually given or proffered, other evidence introduced at the Confirmation Hearing, and the full record of the Chapter 11 Cases, this Confirmation Order constitutes the Bankruptcy Court's approval of the HoldCo Convertible Notes Settlement embodied in the Plan and this Confirmation Order, because, among other things: (a) absent such settlement, there is a likelihood of complex and protracted litigation among the parties in interest that has a possibility to add additional expense to the Chapter 11 Cases and impair the Debtors' reorganization efforts and businesses; (b) each of the parties supporting such settlement, including the Debtors, the Consenting Stakeholders, and the Settlement Group Releasing Parties, are represented by counsel

that is recognized as being knowledgeable, competent, and experienced; (c) such settlement is the product of arm's-length bargaining and good-faith negotiations between sophisticated parties; and (d) such settlement is fair, equitable, and reasonable and in the best interests of the Debtors, the Reorganized Debtors, their respective Estates and property, creditors, and other parties in interest, and will maximize the value of the Estates. Based on the foregoing, the HoldCo Convertible Notes Settlement satisfies the requirements of applicable Fifth Circuit law for approval of settlements and compromises pursuant to Bankruptcy Rule 9019.

37. The releases of the Debtor Related Parties are an integral component of the compromises and settlements contained in the Plan. The Debtor Related Parties: (a) made a substantial and valuable contribution to the Debtors' restructuring and the estates; (b) invested significant time and effort to make the restructuring a success and preserve the value of the Debtors' estates in a challenging environment; (c) attended numerous meetings related to the restructuring; and (d) met frequently and directed the restructuring negotiations that led to the RSA and the Plan. Litigation by the Debtors against the Debtor Related Parties would be a distraction to the Debtors' business and restructuring and would decrease rather than increase the value of the estates.

38. The releases of the Agents/Trustees and Consenting Stakeholders are integral components of the compromises and settlements contained in the Plan. The Agents/Trustees and the Consenting Stakeholders: (a) negotiated the RSA and Plan, (b) supported the Debtors' businesses through consensual debtor in possession financing; and (c) invested significant time and effort to make the restructuring a success and preserve the value of the Debtors' estates in a challenging environment. The releases of the Agents/Trustees and the Consenting Stakeholders

contained in the Plan have the consent of the Debtors and the Releasing Parties and are in the best interests of the estates.

39. Exculpation. The exculpation, described in Article VIII.F of the Plan (the "Exculpation"), is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F. 4th 419 (5th Cir. 2022), because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in these Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or postpetition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors' restructuring efforts, the RSA, the Rights Offering and the RO Backstop Agreement, these Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan or any contract, instrument, release, or other agreement or document created or entered into, in connection with, or pursuant to the RSA, the Disclosure Statement or the Plan, the filing of these Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding the foregoing, the Exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any

document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. The Exculpation, including its carveout for actual fraud, willful misconduct, and gross negligence, is consistent with applicable law in this jurisdiction.

40. The Covered Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan (including the Rights Offering and the RO Backstop).

41. The injunction provision set forth in Article VIII.G of the Plan is necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Releases, the Third-Party Release, and the Exculpation, and is narrowly tailored to achieve this purpose.

42. Notwithstanding anything to the contrary in this Confirmation Order and subject to paragraph 111, no Person or Entity may commence or pursue a Claim or Cause of Action or Covered Claim, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties, or the Covered Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action or Covered Claim, as applicable, subject to Article VIII.C, Article VIII.D, Article VIII.E, or Article VIII.F of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action or Covered Claim, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action or Covered Claim, as applicable, against any

such Debtor, Reorganized Debtor, Exculpated Party, Released Party, or Covered Party, as applicable.

43. Pursuant to Article IV.Q of the Plan and in accordance with section 1123(b)(3)(B) of the Bankruptcy Code, but subject to Article VIII of the Plan, each Reorganized Debtor, as applicable, shall retain and may enforce all Causes of Action of the Debtors, whether arising before or after the Petition Date, 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 waived by the Debtors pursuant to the Debtor Releases or Exculpation, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date. The provisions regarding the preservation of Causes of Action in the Plan, including the Plan Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

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

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

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

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

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

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

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

47. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In so determining, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the RSA, the RO Backstop Agreement, the process leading to Confirmation, including the overwhelming support of Holders of Claims for the Plan, and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the facts and the record of the Chapter 11 Cases, the Plan, the Disclosure Statement, the hearing on conditional approval of the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. These Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy with a capital and organizational structure

that will allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources.

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

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

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

49. Article IV.K of the Plan sets forth the structure of the New Board, which shall consist of members as designated in accordance with the Governance Term Sheet. The members of the New Board and the officers of each of the Reorganized Debtors will be disclosed on or before the Effective Date. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

T. No Rate Changes—Section 1129(a)(6).

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

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

51. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The Liquidation Analysis attached to the Disclosure Statement as Exhibit G, the Koza Declaration, and the other evidence related thereto in support of the Plan that was proffered or adduced at, prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by

other evidence; and (d) establish that Holders of Allowed Claims and Interests in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code.

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

52. The Plan does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code. Classes 1, 2, 3, 5, and 6 constitute Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. The Voting Class voted to accept the Plan. Holders of Intercompany Claims and Interests in Classes 9 and 11 are Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan. Holders of Claims or Interests in Classes 7, 8, 10, and 12, however, receive no recovery on account of their Claims or Interests pursuant to the Plan and are deemed to have rejected the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

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

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

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

54. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Report, Class 4, which is Impaired, voted to accept the Plan by the

requisite number and amount of Claims, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), specified under the Bankruptcy Code.

Y. Feasibility—Section 1129(a)(11).

55. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The financial projections attached to the Disclosure Statement and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, or prior to, or in the Confirmation Declarations filed in connection with, the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

Z. Payment of Fees—Section 1129(a)(12).

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

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

57. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. Article IV.O of the Plan provides that from and after the Effective Date, all retiree benefits, as defined in section 1114 of the Bankruptcy Code, if any, shall continue to be paid in accordance with applicable law.

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

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

CC. "Cram Down" Requirements—Section 1129(b).

59. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that the Deemed Rejecting Classes have been deemed to reject the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. ***First***, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. ***Second***, the Plan is fair and equitable with respect to the Deemed Rejecting Classes. The Plan has been proposed in good faith, is reasonable, and meets the requirements that (a) no Holder of any Claim or Interest that is junior to such Class will receive or retain any property under the Plan on account of such junior Claim or Interest and (b) no Holder of a Claim or Interest in a Class senior to such Class is receiving more than 100 percent on account of its Claim or Interest. Accordingly, the Plan is fair and equitable to all Holders of Claims and Interests in the Deemed Rejecting Class. ***Third***, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Class because similarly situated creditors will receive substantially similar treatment on account of their Claim or Interest irrespective of Class. Holders of First Lien Claims voted to accept the Plan in sufficient number and in sufficient amount to constitute an accepting class under the Bankruptcy Code. Therefore, the Plan satisfies section 1129(a)(b) of the Bankruptcy Code and can be confirmed.

DD. Only One Plan—Section 1129(c).

60. The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code. The Plan is the only chapter 11 plan filed in each of these Chapter 11 Cases.

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

61. The Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code. 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.

FF. Small Business Case—Section 1129(e).

62. None of these Chapter 11 Cases is a "small business case," as that term is defined in the Bankruptcy Code, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

GG. Good Faith Solicitation—Section 1125(e).

63. Each of the Debtors and Debtor Related Parties and the Consenting Stakeholders and the Agents/Trustees, and each of their respective Related Parties, have acted fairly, in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code, and in a manner consistent with the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan, including the execution, delivery, and performance of the RSA, the solicitation and tabulation of votes on the Plan, and the activities described in 1125 of the Bankruptcy Code, as applicable, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

64. The Debtors and the Debtor Related Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(g), with regard to the offering, issuance, and distribution of recoveries under the Plan and the RO Backstop Agreement and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

HH. Satisfaction of Confirmation Requirements.

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

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

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

JJ. Implementation.

67. All documents and agreements necessary to implement the Plan, including the Definitive Documents, and all other relevant and necessary documents have been or will be negotiated in good faith and at arm's-length, are in the best interests of the Debtors, 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. Consummation of the transactions contemplated by each such document or agreement is in the best interests of the Debtors, their Estates, and Holders of Claims. The Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements.

KK. Disclosure of Facts.

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

LL. Good Faith.

69. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of section 1125(e) of the Bankruptcy Code if they proceed to: (a) consummate the Plan, the Restructuring Transactions, the Rights Offering, the RO Backstop Agreement, the Exit Facilities Documents, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Confirmation Order; and (b) take any actions authorized and directed or contemplated by this Confirmation Order.

MM. Rights Offering.

70. The Debtors solicited subscriptions to the Rights Offering in good faith pursuant to the RO Documents, applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules and any applicable non-bankruptcy laws, rules, or regulations. The Rights Offering has complied with the RO Procedures approved by the Scheduling Order, which are fair, equitable, and reasonable and provide for the Rights Offering to be conducted in a manner that is in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests.

NN. RO Backstop Agreement.

71. The entry into the RO Backstop Agreement is a necessary and integral component of these Restructuring Transactions, and the terms and conditions under the RO Backstop Agreement are fair, reasonable, customary, and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are based on good, sufficient, and sound business purposes and justifications, and are supported by reasonably equivalent value and consideration.

The Debtors, the RO Backstop Parties, and their respective professional advisors negotiated the RO Backstop Agreement in good faith and at arm's-length.

OO. Exit Facilities.

72. The terms and conditions of the Exit Facilities and the Debtors' entry into the Exit Facilities Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for the consummation thereof, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Exit Facilities are critical to the overall success and feasibility of the Plan, and the Debtors have exercised reasonable business judgment in determining to enter into the Exit Facilities Documents, which have been negotiated in good faith and at arm's-length.

ORDER

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

73. **Disclosure Statement.** The Disclosure Statement is approved in all respects on a final basis.

74. **Confirmation of the Plan.** The Plan is approved in its entirety and **CONFIRMED** under section 1129 of the Bankruptcy Code. The terms of the Plan, including the Plan Supplement (including any supplements, amendments, or modifications thereof in accordance with this Confirmation Order and the Plan), are incorporated by reference into and are an integral part of this Confirmation Order.

75. **Objections.** All parties have had a full and fair opportunity to be heard on all issues raised by the objections to Confirmation of the Plan or approval of the Disclosure Statement. All objections and all reservations of rights pertaining to Confirmation or final approval of the Disclosure Statement, whether formal or informal, that have not been withdrawn, waived, or

settled are hereby **OVERRULED** on the merits and **DENIED**. All objections to Confirmation not filed and served prior to the Objection Deadline, if any, are deemed waived and shall not be considered by the Bankruptcy Court. All parties have had a full and fair opportunity to litigate all issues raised or that might have been raised in the objections to final approval of the Disclosure Statement and Confirmation of the Plan, and the objections have been fully and fairly litigated or resolved, including by agreed-upon provisions as set forth in this Confirmation Order. All withdrawn objections are deemed withdrawn with prejudice.

76. **Plan Modifications.** Subsequent to filing the Plan on February 14, 2023, the Debtors made certain technical modifications to the Plan (the "Plan Modifications"). The Plan Modifications, which were made in accordance with the RSA, do not materially adversely affect the treatment of any Claim or Interest under the Plan. After giving effect to the Plan Modifications, the Plan continues to satisfy the requirements of sections 1122 and 1123 of the Bankruptcy Code. The Debtors provided due and sufficient notice of the Plan Modifications under the circumstances. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

77. **Deemed Acceptance of Plan.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, over two-thirds in dollar amount and one-half in number of Holders of First Lien Claims voted to accept the Plan and all Holders of Claims and Interests, as applicable, or who are conclusively presumed to accept the Plan are deemed to have accepted the

Plan. No Holder of a Claim shall be permitted to change its vote as a consequence of the Plan Modifications.

78. **Omission of Reference to Particular Plan Provisions**. The failure specifically to include or to refer to any particular article, section, or provision of the Plan or the Plan Supplement in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan and any related documents be confirmed and approved in their entirety.

79. **No Action Required.** Under the provisions of the Delaware General Corporation Law, including section 303 thereof, and the comparable provisions of the Delaware Limited Liability Company Act, section 1142(b) of the Bankruptcy Code, and any other comparable provisions under applicable law, no action of the respective directors, equity holders, managers, or members of the Debtors is required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Restructuring Transactions (subject, in each case, to any consent rights set forth or incorporated therein), and any contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, including the Plan Supplement, and the RSA.

80. **Binding Effect.** Upon the occurrence of the Effective Date, the terms of the Plan are immediately effective and enforceable and deemed binding on the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (regardless of whether such Holders of Claims or Interests have, or are deemed to have, accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in

the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

81. **Incorporation by Reference.** The terms and provisions of the Plan, the Definitive Documents, all other relevant and necessary documents, and each of the foregoing's schedules and exhibits are, on and after the Effective Date, incorporated herein by reference and are an integral part of this Confirmation Order.

82. **Vesting of Assets in the Reorganized Debtors.** Except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document incorporated herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

83. **Cancellation of Existing Agreements and Interests.** On the Effective Date, except with respect to the Exit Facilities or to the extent otherwise provided in the Plan (including any consent rights set forth or incorporated therein), including in Article V.A, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect, and the Agents/Trustees shall be released from all

duties and obligations thereunder; *provided*, *however*, that notwithstanding anything to the contrary contained herein, any agreement that governs the rights of the DIP Agents and Prepetition Term Loan Agent shall continue in effect solely for purposes of allowing (i) the DIP Agents and Prepetition Term Loan Agent to enforce their rights against any Person other than any of the Released Parties, pursuant and subject to the terms of the Plan, the DIP Orders, the DIP ABL Credit Agreement, the DIP Term Loan Credit Agreement, and/or the Prepetition Term Loan Credit Documents, as applicable, (ii) the DIP Agents and Prepetition Term Loan Agent to receive distributions under the Plan and to distribute them to the Holders of the Allowed DIP Claims and Allowed First Lien Claims, in accordance with the terms of the Plan, the DIP Orders, the DIP ABL Credit Agreement, the DIP Term Loan Credit Agreement, and/or the Prepetition Term Loan Credit Documents, as applicable, (iii) the DIP Agents to enforce their rights to payment of fees, expenses, and indemnification obligations, in accordance with the terms of the DIP Orders, the DIP ABL Credit Agreement, and/or the DIP Term Loan Credit Agreement, (iv) the Prepetition Term Loan Agent to enforce its rights pursuant to section 11.11 of the Prepetition Term Loan Credit Agreement, and (v) the DIP Agents and Prepetition Term Loan Agent to appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including to enforce any obligation under the Plan owed to the DIP Agents, Prepetition Term Loan Agent, or Holders of the DIP Claims or the First Lien Claims, as applicable; *provided further* that, for the avoidance of doubt, nothing in the Plan shall be construed as a (A) release of any rights and obligations set forth in section 12.7 of the Prepetition Term Loan Credit Agreement, if any, with respect to anything not released pursuant to Article VIII.D hereof or (B) limitation of section 12.3 of the Prepetition Term Loan Credit Agreement. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities,

and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan.

84. **Effectiveness of All Actions.** All actions contemplated by the Plan, the RSA, and the Definitive Documents, as the same may be modified from time to time prior to the Effective Date subject, in each case, to the consent rights set forth or incorporated therein (including, for the avoidance of doubt, the Description of Transaction Steps), are hereby effective and authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Confirmation Order, without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or equity holders of the Debtors or the Reorganized Debtors and with the effect that such actions had been taken by the unanimous action, consent, approval and vote each of such officers, directors, managers, members, or equity holders.

85. **Restructuring Transactions.** After the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, are authorized to enter into and effectuate the Restructuring Transactions, including the entry into and consummation of the transactions contemplated by the RSA, the Plan, and/or the Definitive Documents (including, for the avoidance of doubt, the Plan Supplement and RO Documents), as the same may be modified from time to time prior to the Effective Date subject, in each case, to the consent rights set forth or incorporated therein (including, for the avoidance of doubt, the Description of Transaction Steps) and authorized to enter into any transactions necessary or desirable to effectuate the Restructuring Transactions and the corporate structure of the Reorganized Debtors, in each case pursuant to this Confirmation Order and applicable bankruptcy law. All initial Holders of New Equity Interests shall be deemed party to the New Stockholders' Agreement and the Registration Rights Agreement, in privity of contract with the other parties to the New Stockholders' Agreement and the Registration Rights

Agreement and be bound thereby, whether their ownership is recorded in a register maintained with Reorganized Avaya's transfer agent or through the facilities of DTC, without the need to execute signature pages thereto. Any transfers of assets or equity interests effected, or any obligations incurred through the Restructuring Transactions are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

86. **Rights Offering.** On the Effective Date, the Debtors are authorized to consummate the Rights Offering in accordance with and pursuant to the applicable terms and conditions of the RO Documents, including the issuance of the RO Term Loans, RO Backstop Term Loans, RO Common Shares, RO Backstop Shares, and RO Premium Shares. The Debtors are authorized to pay the Commitment Premium and Expense Reimbursement (each as defined in the RO Backstop Agreement) in accordance with the RO Backstop Agreement.

87. **RO Backstop Agreement.** The RO Backstop Agreement and the terms and provisions included therein are approved in their entirety pursuant to section 105 and section 363(b) of the Bankruptcy Code, and the Debtors are authorized to enter into the RO Backstop Agreement and to take any and all actions necessary and proper to implement the terms of the RO Backstop Agreement and to fully perform all obligations thereunder on the conditions set forth therein. The specified premiums, payments, obligations, indemnification obligations, and expenses contemplated to be paid by the Debtors pursuant to the RO Backstop Agreement are hereby approved as reasonable and shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, disgorgement, or any other challenges under any theory at law or in equity by any person or entity. The Commitment Premium, Expense Reimbursement, and the indemnification obligations contained in the RO

Backstop Agreement constitute Allowed Administrative Claims of the Debtors' Estates under sections 503(b) and 507 of the Bankruptcy Code and shall be payable by the Debtors as provided in the RO Backstop Agreement without further order of the Court.

88. Effective as of 5:00 p.m. Eastern Time March 28, 2023, and through the Effective Date, assignments and transfers of any loans and notes issued under the Prepetition Term Loan Credit Agreement, the Legacy Notes Indenture, the Secured Exchangeable Notes Indenture, and the HoldCo Convertible Notes Indenture shall be frozen (the "Trading Freeze") and the DTC and the Prepetition Term Loan Agent, the Legacy Notes Trustee, the Secured Exchangeable Notes Trustee, and the HoldCo Convertible Notes Trustee are hereby directed to take any actions as may be necessary to implement the Trading Freeze.

89. **Distributions.** The procedures governing distributions contained in Article VI of the Plan shall be, and hereby are, approved in their entirety.

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

91. **Exit Facilities.** On the Effective Date, the Reorganized Debtors shall enter into the Exit Facilities, the terms of which will be set forth in the Exit Facilities Documents and which terms shall be in all respects consistent with the RSA and the Plan (including any consent rights set forth therein). Confirmation of the Plan shall be deemed (a) approval of the Exit Facilities (including the Exit Facilities Documents and 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, as applicable, in connection therewith), subject to the terms and conditions of the RSA and the Plan (including any consent rights set forth therein) and (b) authorization for the Debtors or the Reorganized Debtors, as applicable, to, without further notice to or order of the Court, and subject to the terms and conditions of the RSA and Plan (including any consent rights set forth therein) (i) execute and deliver those documents necessary or appropriate to obtain the Exit Facilities, (ii) act or take action under applicable law, regulation, order, rule, or vote, consent, authorization, or approval of any Person, subject to such modifications as the Debtors or the Reorganized Debtors may deem to be necessary to consummate the Exit Facilities, (iii) grant the Liens and security interests in accordance with the Exit Facilities Documents, and (iv) pay of all fees and expenses contemplated by the Exit Facilities Documents. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facilities Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder, in accordance with the terms of the Exit Facilities Documents, (c) shall be deemed automatically perfected as of the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facilities Documents, without the necessity of filing or recording any financing statement, assignment, pledge, notice of lien or any similar document or instrument or taking any action, and (d) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Exit Term Loan Facility Credit Agreement shall be binding on all parties receiving, and all Holders of, the loans under the Exit Term Facility. The Exit ABL Facility Credit Agreement shall be binding on all parties party to the Exit ABL Facility.

92. **New Equity Interests.** On the Effective Date, subject to the terms and conditions of the Plan, the RO Backstop Agreement, and the Restructuring Transactions, Reorganized Avaya shall issue the New Equity Interests, which distribution and issuance shall be governed by the terms and conditions of the instruments evidencing or relating to such distribution, issuance, and/or dilution, as applicable, including the Governance Documents (including the New Stockholders' Agreement and the Registration Rights Agreement), which terms and conditions shall be deemed valid, binding, and enforceable against each Entity receiving such distribution of the New Equity Interests without the need for execution by any party thereto other than the applicable Reorganized Debtor(s). Any Entity's acceptance of New Equity Interests shall be deemed as its agreement to the Governance Documents (including the New Stockholders' Agreement and the Registration Rights Agreement), as the same may be amended or modified from time to time following the Effective Date in accordance with their terms.

93. **Certain Securities Law Matters**. The Debtors' solicitation of Holders of Claims receiving Securities under the Plan prior to the Petition Date was subject to the United States Securities Act of 1933 (as amended, the "Securities Act") and the regulatory authority of various states under state securities laws ("Blue Sky Laws"). Accordingly, the offering of New Equity Interests (including the RO Common Shares, the RO Backstop Shares, the RO Premium Shares, and the DIP Commitment Shares) before the Petition Date to Holders of First Lien Claims was exempt from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or in reliance on Regulation S under the Securities Act. The New Equity Interests will be "securities," as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and any applicable Blue Sky Law, and the issuance of the New Equity Interests (other than the RO Backstop Shares, the RO Premium Shares,

the DIP Commitment Shares, and the New Equity Interests underlying the Management Incentive Plan) pursuant to the Plan shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, section 1145 of the Bankruptcy Code.

94. The offering, issuance, and distribution of the New Equity Interests (other than the RO Backstop Shares, the RO Premium Shares, the DIP Commitment Shares, and the New Equity Interests underlying the Management Incentive Plan) after the Petition Date, as contemplated by the Plan, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S. state, or local law requiring registration prior to the offering, issuance, distribution, or sale of Securities in accordance with, and pursuant to, section 1145 of the Bankruptcy Code. Such New Equity Interests (a) will not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (b) will be freely tradable and transferable in the United States by the recipients thereof that are not, and have not been within ninety days of such transfer, an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of the SEC, or state or local securities laws, if any, applicable at the time of any future transfer of such Securities or instruments.

95. The RO Backstop Shares, RO Premium Shares, DIP Commitment Shares, and the New Equity Interests underlying the Management Incentive Plan will be offered, issued, and distributed without registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act,

and/or other exemptions from registration, will be considered "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

96. **Compromise of Controversies.** In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved under the Plan and the entry of this Confirmation Order constitutes approval of such compromise and settlement under Bankruptcy Rule 9019.

97. **Approval of the 2023 PBGC Settlement Agreement.** Entry of this Confirmation Order shall constitute entry of an order approving the 2023 PBGC Settlement Agreement. For the avoidance of doubt, pursuant to paragraph 3 of the 2023 PBGC Settlement Agreement, the Stipulation (as defined therein) shall be deemed terminated and rejected by the Debtors, and shall no longer be binding on the Reorganized Debtors and PBGC, as of the date of entry of the Confirmation Order. The parties to the 2023 PBGC Settlement Agreement are authorized to take all actions necessary to effectuate the relief granted pursuant to this Confirmation Order in accordance with the terms of the 2023 PBGC Settlement Agreement and related documents.

98. **Assumption and Assignment of Contracts and Leases.** On the Effective Date, each Executory Contract and Unexpired Lease shall be deemed assumed, unless such Executory Contract and Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject Filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contract and Unexpired Lease List, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, under section 365 of the Bankruptcy Code and the payment of Cures, if

any, shall be paid in accordance with Article V.D of the Plan. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. 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.

99. 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 and assignment, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

100. Nothing in this Confirmation Order or in any notice or any other document is or shall be deemed an admission by the Debtors that any Assumed Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code.

101. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to Article V.D of the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all

Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Confirmation Order, and for which any Cure has been fully paid pursuant to Article V.D of the Plan, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

102. For the avoidance of doubt, to the extent an Executory Contract or an Unexpired Lease is assumed pursuant to section 365 of the Bankruptcy Code, any agreement with a Debtor guaranteeing performance under such Executory Contract or Unexpired Lease shall also be assumed in connection with the assumption of such Executory Contract or Unexpired Lease.

103. All Claims for damages resulting from the rejection of an Executory Contract or Unexpired Lease shall be asserted in accordance with Article V.C of the Plan and shall be treated as Non-HoldCo General Unsecured Claims or HoldCo General Unsecured Claims, as applicable, pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

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

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

105. **Assumption of One Penn Plaza LLC Lease.** On the Effective Date, that certain lease dated September 26, 2018 (as amended, the "OPP Lease") between Avaya Inc. (including the Reorganized Avaya Inc., "Avaya Inc."), as tenant, and One Penn Plaza LLC ("OPP Landlord"), as landlord, shall be assumed by Avaya Inc., and not assigned to any affiliate of Avaya Inc. or other third party. Notwithstanding anything in the Plan or this Confirmation Order to the contrary, in addition to payment of the Cure amount, Avaya Inc. shall: (i) be responsible for payment of all unpaid year-end adjustments and reconciliations when such charges become due in accordance

with the terms of the OPP Lease, whether accruing prior to or after the Effective Date; and (ii) deliver to OPP Landlord a letter of credit pursuant to the terms of the Second Amendment to the OPP Lease dated on or about March 21, 2023.

106. **Assumption of RingCentral Agreements.** The Debtors are authorized to assume the RingCentral Agreements (as defined in the RingCentral Motion). The RingCentral Agreements are deemed assumed, subject to the conditions set forth in this paragraph. The Debtors shall cure any defaults that exist under the RingCentral Agreements in accordance with section 365(b) of the Bankruptcy Code. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the assumption of the RingCentral Agreements approved by this Confirmation Order, including, without limitation, the payment of any postpetition amounts and other charges under the RingCentral Agreements. Notice of the RingCentral Motion as provided therein shall be deemed good and sufficient notice of such motion and the requirements of the Bankruptcy Rule 6006(c) and the Bankruptcy Local Rules are satisfied by such notice. Entry of this Confirmation Order shall constitute entry of an order approving the RingCentral Motion.

107. **Authorization to Consummate.** The Debtors are authorized to consummate the Plan, solely in accordance with the terms thereof (including any consent rights set forth or incorporated therein) after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article IX of the Plan.

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

determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date. No funds in the Professional Fee Escrow Account shall be considered property of the Estates of the Debtors or the Reorganized Debtors. When all Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

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

110. **Restructuring Expenses.** The Debtors' payment of the Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, in accordance with the terms of the Plan, is hereby approved. 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*, *however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation, and defense of the Plan, whether incurred before, on, or after the Effective Date.

111. **Preservation of SEC Police and Regulatory Powers.** Notwithstanding any provision to the contrary, nothing in the Plan, Plan Supplement, Disclosure Statement or this Confirmation Order shall (i) release, enjoin, or discharge any monetary or non-monetary claim, right or cause of action of the United States Securities and Exchange Commission ("SEC"), acting in its police and regulatory capacity, against any Released Party (including any Debtor or Reorganized Debtor) or any other non-debtor Person or non-debtor Entity, or (ii) prevent, restrict, limit, enjoin, or impair the SEC from commencing or continuing any investigation, action or proceeding, in its police and regulatory capacity, against any Released Party (including any Debtor or Reorganized Debtor) or any other non-debtor Person or non-debtor Entity in any non-bankruptcy forum; *provided* that nothing in the Plan, Plan Supplement, Disclosure Statement, or this Confirmation Order shall alter any legal or equitable rights of the Debtors, the Reorganized Debtors, Released Party, or other non-debtor Person or non-debtor Entity with respect to any such claim, liability, cause of action, investigation, action, or proceeding. For the avoidance of doubt, the SEC shall not be a Released Party or Releasing Party under the Plan.

112. **Department of Justice.** Notwithstanding any provision to the contrary in the Plan, the Plan Supplement, this Order or any Definitive Documents (collectively, "Documents"): As to

the United States, nothing in the Documents shall: (1) discharge, release, enjoin, impair or otherwise preclude (a) any liability to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code ("claim"), (b) any claim of the United States arising after the Confirmation Date, or (c) any liability of any entity or person under police or regulatory statutes or regulations to any Governmental Unit (as defined by section 101(27) of the Bankruptcy Code) as the owner, lessor, lessee or operator of property or rights to property that such entity owns, operates or leases after the Confirmation Date; (2) release, nullify, preclude or enjoin the enforcement of any police or regulatory power; (3) confer exclusive jurisdiction to the Bankruptcy Court with respect to claims, liabilities and Causes of Action, except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code); (4)(a) release, enjoin, or discharge any monetary or non-monetary claim, right or Cause of Action of the United States, acting in its police and regulatory capacity, against any non-Debtor Person or non-Debtor Entity or (b) prevent, restrict, limit, enjoin, or impair the United States from commencing or continuing any investigation, action, or proceeding, in its police and regulatory capacity, against any non-Debtor Person or non-Debtor Entity in any non-bankruptcy forum; (5) affect any setoff or recoupment rights of the United States and such rights are preserved; (6) require the United States to file an administrative claim in order to receive payment for any liability described in Section 503(b)(1)(B) and (C) pursuant to Section 503(b)(1)(D) of the Bankruptcy Code; (7) constitute an approval or consent by the United States without compliance with all applicable legal requirements and approvals under non-bankruptcy law; (8) be construed as a compromise or settlement of any liability, claim, suit, right or Cause of Action of the United States; or (9) modify the scope of Section 502 of the Bankruptcy Code.

113. Liens securing claims of the United States shall be retained until the claim, with interest, is paid in full. Secured Tax Claims of the United States shall be paid in full on the Effective Date or, if not due under applicable law as of the Effective Date, when such amounts become due. Administrative expense claims of the United States allowed pursuant to the Plan or the Bankruptcy Code shall accrue interest and penalties as provided by non-bankruptcy law until paid in full. Administrative Tax Claims of the United States shall be paid in full on the Effective Date or, if not due under applicable law as of the Effective Date, when such amounts become due. Priority Tax Claims of the United States allowed pursuant to the Plan or the Bankruptcy Code will be paid in a manner conforming with Article II.D of the Plan. To the extent allowed Priority Tax Claims (including any penalties, interest or additions to tax entitled to priority under the Bankruptcy Code) are not paid in full in cash on the Effective Date or, if not due under applicable law as of the Effective Date, when such amounts become due, then such Priority Tax Claims shall accrue interest commencing on the Effective Date or their due date, as the case may be, at the rate set forth in Section 511 of the Bankruptcy Code. Without limiting the foregoing but for the avoidance of doubt, nothing contained in the Documents shall be deemed to bind the United States to any characterization of any transaction for tax purposes or to determine the tax liability of any person or entity, including, but not limited to, the Debtors and the Debtors' estates, nor shall the Documents be deemed to have determined the federal tax treatment of any item, distribution, or entity, including the federal tax consequences of this Plan, nor shall anything in the Documents be deemed to have conferred jurisdiction upon the Bankruptcy Court to make determinations as to federal tax liability and federal tax treatment except as provided under Section 505 of the Bankruptcy Code.

114. **Compliance with Tax Requirements.** In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The 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.

115. **Documents, Mortgages, and Instruments.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring Transactions and this Confirmation Order.

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

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

118. **Post-Confirmation Modifications.** Without need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan (subject to the consent rights contained in each of the Plan, the RSA, and the RO Backstop Agreement). Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the RSA, and the RO Backstop Agreement, the Debtors and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtor, one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan (subject to the consent rights contained or incorporated in each of the Plan, the RSA, and the RO Backstop Agreement). Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X.A of the Plan.

119. **Texas Taxing Authorities.** Notwithstanding any other provision of the Plan or this Confirmation Order, any allowed secured Claims of the Texas Taxing Authorities[3]

[3] "Texas Taxing Authorities" means Lubbock Central Appraisal District, Richardson ISD, Eagle Mountain-Saginaw ISD, Carrollton-Farmers Branch ISD, Plano ISD, Frisco ISD, Brazoria County Tax Office, Hutchinson

(the "Secured Tax Claims") shall be paid when due in the ordinary course of business. The tax Liens of the Texas Taxing Authorities (the "Tax Liens") shall be expressly retained in accordance with applicable non-bankruptcy law. The Secured Tax Claims shall include all accrued interest properly charged under applicable non-bankruptcy law through the date of payment of such Secured Tax Claims. In the event the Debtors or the Reorganized Debtors, as applicable, fail to pay the Secured Tax Claims in full in the ordinary course of business, the Texas Taxing Authorities shall provide notice to counsel for the Reorganized Debtors who shall have twenty (20) days from the date of such notice to cure the default. If the default is not cured, the Texas Taxing Authorities shall be entitled to pursue non-bankruptcy collection without further notice to, or order of, this Court. Any post-petition ad valorem tax liabilities incurred by the Debtors after the Petition Date shall be paid by the Debtors in the ordinary course of business when due. If collateral that secures the Claim of a Texas Taxing Authority is returned to a creditor holding a Lien that is junior to the Tax Liens, the Debtors or Reorganized Debtors, as applicable, shall first pay any ad valorem property taxes that are secured by such collateral. Any Tax Liens that arise during the course of business pursuant to applicable non-bankruptcy law that are granted priority over a prior perfected security interest or lien under applicable non-bankruptcy law, shall not be primed by nor subordinated to any liens granted to any party by the Plan or Confirmation Order provided that such Tax Liens are valid and enforceable. Any actions retained against the Texas Taxing Authorities pursuant to the Plan or any Plan Supplements shall be limited to those permitted by the Texas Tax Code. All parties' rights and defenses under applicable law and the Bankruptcy

County, Midland County, Potter County and Potter-Randall County, County of Williamson, City of Allen, Allen ISD, Bexar County, Cameron County, Dallas County, City of El Paso, Ellis County, City of Frisco, Grayson County, Harris County, Hidalgo County, Jefferson County, McAllen, McLennan County, Smith County, Tarrant County, Victoria County, Collin County, Collin College, and the City of Plano.

Code with respect to the foregoing, including their right to dispute or object to the claims of the Texas Taxing Authorities or the validity or enforcement of any Tax Liens under the applicable non-bankruptcy law, are fully preserved. Any 2022 taxes owed to the Texas Taxing Authorities will be paid in full on the Effective Date.

120. **Provisions Regarding Texas Comptroller**. Notwithstanding anything else to the contrary in the Plan or this Confirmation Order, the following provisions will govern the treatment of the claims of the Texas Comptroller (the "Texas Comptroller"): (1) nothing provided in the Plan or this Confirmation Order shall affect or impair any statutory or common law setoff rights of the Texas Comptroller in accordance with 11 U.S.C. § 553; (2) nothing provided in the Plan or this Confirmation Order shall affect or impair any rights of the Texas Comptroller to pursue any non-debtor third parties for tax debts or claims; (3) nothing provided in the Plan or this Confirmation Order shall be construed to preclude the payment of interest on the Texas Comptroller's administrative expense tax claims, if any; and (4) the Texas Comptroller's administrative expense claim is allowed upon filing without application or motion for payment, subject to objection on substantive grounds. In no event shall the Texas Comptroller be paid in a payment schedule that extends past sixty (60) months of the Debtors' bankruptcy petition date.

121. **INSPYR Parties.** Notwithstanding anything in this Confirmation Order or the Plan to the contrary, this paragraph shall govern with respect to INSPYR Solutions, LLC ("Inspyr"),[4] Genuent, LLC, and any of their affiliates providing services to the Debtors on the Petition Date (the "Inspyr Parties" and such services, the "Services"). None of the Inspyr Parties' rights under or in connection with the MSA shall be impaired, altered, modified, or abridged in any way,

[4] Inspyr is assignee of the Master Subcontractor Agreement, dated March 24, 2016, by and between Genuent, LLC and Avaya, Inc. (with all other documents related to the provision of the Services, the "MSA"), pursuant to which the Inspyr Parties provide the Services to Avaya, Inc. and certain affiliates.

notwithstanding anything in this Confirmation Order or the Plan to the contrary, including, for example: (A) the Inspyr Parties shall be paid in the ordinary course for all Services rendered to the Debtors though the Effective Date notwithstanding the Inspyr Parties' failure to adhere to the cure objection procedures contemplated by the Confirmation Order or Plan or any provision therein purporting to release and satisfy Claims or other rights (*see*, *e.g.*, Plan, Art. V.D.); and (B) the Inspyr Parties' recoupment rights shall remain unbridged by the Confirmation Order or Plan (*see*, *e.g.*, Plan, Art VI. J.). Moreover, the Debtors agree they are not retaining any right or cause of action, including causes of action under chapter 5 of the Bankruptcy Code, against the Inspyr Parties to the extent that maintaining such right or cause of action is inconsistent with the Debtors' assumption of the MSA.

122. **Abbott Laboratories.** For the avoidance of doubt, nothing in this Confirmation Order or the Plan shall impair, waive, release, discharge, or otherwise affect the obligations owed by Avaya Inc. and its related entities to Abbott Laboratories with respect to the civil action pending in the United States District Court for the Eastern District of Texas, captioned *Estech Systems IP, LLC v. Abbott Laboratories*, Case No. 21-cv-00476 (RG).

123. **The City of Pittsburgh Comprehensive Municipal Pension Trust Fund.** For the avoidance of doubt, and subject to Article VIII.E. of the Plan regarding the Settlement Group Releasing Parties, nothing in this Confirmation Order or the Plan shall impair, waive, or release any Claims or Causes of Action against the Non-Debtor Defendants, as such term is defined in the Docket No. 308, or any other director or officer of the Debtors who was not a director or officer of any Debtor as of the Petition Date.

124. Additionally, until the entry of a final and non-appealable order of judgment or settlement with respect to all defendants now or hereafter named in the litigation captioned as

Jiang v. Avaya Holding Corp., et al., Case No. 1:23-cv-1258 (S.D.N.Y.) (the "Securities Litigation"), each of the Debtors, the Reorganized Debtors, and any transferee or custodian (over whom the Debtors or Reorganized Debtors have control) of the Debtors' books, records, documents, files, electronic data (in whatever format, including native format), or any tangible object or other item of evidence relevant or potentially relevant to the Securities Litigation, wherever stored by any such party (collectively, the "Potentially Relevant Books and Records") shall treat the Potentially Relevant Books and Records as if they were the subject of a continuing request for production of documents from an opposing party under the Federal Rules of Civil Procedure, and shall not destroy, abandon, transfer, or otherwise render unavailable such Potentially Relevant Books and Records.

125. For the avoidance of doubt, any Entity that is (i) a member of a proposed or certified class in the Securities Litigation and was not a holder of an Interest in the Debtors as of February 9, 2023, or (ii) a named plaintiff or subsequently court-appointed lead plaintiff in the Securities Litigation, shall not be a Releasing Party under the Plan or Confirmation Order.

126. To the extent any Entity (or any court-appointed lead counsel representing one or more Entities) that did not timely file an objection to the Third-Party Release or otherwise affirmatively opt out of the Third-Party Release seeks to assert any direct Cause of Action that is otherwise subject to the Third-Party Release, on the basis that such Entity or Entities should not be bound by the Third-Party Release, then, absent a consensual resolution of such dispute, such Entity shall file a motion with the Bankruptcy Court, seeking a judicial determination as to whether such Cause of Action has been released under the Plan on the Effective Date as to such Entity (such motion, the "Direct Claims Motion").

127. For the avoidance of doubt, and subject to Article VIII.E. of the Plan regarding the Settlement Group Releasing Parties, nothing in the Plan or the Confirmation Order shall release any Entity other than the Debtors, the Reorganized Debtors, and the directors, officers, and employees of the Debtors, in each case as of the Petition Date, from any claim or Cause of Action arising from the marketing, arrangement, syndication, issuance, or action or inaction with respect to the incurrence of the B-3 Term Loans or Secured Exchangeable Notes.

128. **Theodore Walker Cheng-de King.** Pursuant to *Theodore Walker Cheng-de King's Objection to Confirmation of Debtors' Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 310], Mr. King has opted out of the Third-Party Release and shall not be a Released Party or Releasing Party under the Plan.

129. **Applicable Non-bankruptcy Law.** The provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

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

131. **Waiver of Section 341 Meeting of Creditors or Equity Holders; Waiver of Schedules and Statements and 2015.3 Reports.** Any requirement under section 341(e) for the U.S. Trustee to convene a meeting of creditors or equity holders is permanently waived as of the Confirmation Date. Any requirements for the Debtors to file the following are permanently waived as of the Confirmation Date: (A) schedules of assets and liabilities and statements of financial

affairs and (B) their initial reports of financial information with respect to entities in which the Debtors hold a controlling or substantial interest as set forth in Bankruptcy Rule 2015.3.

132. **Notices of Confirmation and Effective Date.** The Reorganized Debtors shall serve notice of entry of this Confirmation Order in accordance with Bankruptcy Rules 2002 and 3020(c) on all Holders of Claims and Interests within ten Business Days after the date of entry of this Confirmation Order. As soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall file notice of the Effective Date and shall serve a copy of the same on the above-referenced parties. The above-referenced notices are adequate under the particular circumstances of these Chapter 11 Cases and no other or further notice is necessary.

133. **Failure of Consummation.** Notwithstanding the entry of this Confirmation Order, if Consummation does not occur, (a) the Plan shall be null and void in all respects; (b) any assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (c) nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by the Debtors, Claims, or Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity.

134. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

135. **Waiver of Stay.** For good cause shown, the stay of this Confirmation Order provided by any Bankruptcy Rule or Bankruptcy Local Rule is waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court.

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

137. **Plan Supplement**. Notwithstanding anything to the contrary herein, (a) the Plan Supplement that has been filed as of the date of entry of this Confirmation Order includes certain documents that have not been determined to be acceptable or reasonably acceptable, as the case may be, to the Debtors, the Required Consenting Stakeholders, or other parties with applicable consent rights under the Plan, the RSA, or the RO Backstop Agreement, (b) certain documents included in the Plan Supplement remain subject to further negotiation and are subject to the consent rights set forth in the Plan, the RSA, or the RO Backstop Agreement, and (c) as a requirement for satisfaction of the condition precedent in Article IX.A.8 of the Plan, the Plan Supplement will be amended and supplemented with documents that meet the consent rights set forth in the Plan, the RSA, or the RO Backstop Agreement prior to the occurrence of the Effective Date and subject to the milestones in the RSA.

138. **Debtors' Actions Post-Confirmation Through the Effective Date.** During the period from entry of this Confirmation Order through and until the Effective Date, each of the Debtors shall continue to operate their business as a debtor in possession, subject to the oversight of the Court as provided under the Bankruptcy Code, the Bankruptcy Rules, this Confirmation

Order, and any Final Order of the Court and in accordance with the terms of the Plan, the RSA, the RO Backstop Agreement, and other applicable Definitive Documents.

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

140. **Effect of Conflict**. This Confirmation Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. If there is any inconsistency between the terms of the Plan (other than with respect to any consent rights set forth or incorporated therein) and the terms of this Confirmation Order, the terms of this Confirmation Order govern and control.

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

142. **Retention of Jurisdiction.** The Court may properly, and upon the Effective Date shall, to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and related to, these Chapter 11 Cases, including the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code.

Houston, Texas
Dated: _____________, 2023

____
DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Plan

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

In re:	)	Chapter 11
	)	
AVAYA INC., *et al.*,[1]	)	Case No. 23-90088 (DRJ)
	)	
Debtors.	)	(Jointly Administered)

JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (TECHNICAL MODIFICATIONS)

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Dated: March 21, 2023

[1] A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://www.kccllc.net/avaya. The location of Debtor Avaya Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 350 Mount Kemble Avenue, Morristown, New Jersey 07960.

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INTRODUCTION

The Debtors propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

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

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

A. Defined Terms.

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

1. "*2023 PBGC Settlement Agreement*" means that certain Settlement Agreement between the Debtors and Pension Benefit Guaranty Corporation dated February 14, 2023 and attached to the Disclosure Statement as Exhibit I.

2. "*Ad Hoc Groups*" means the PW Ad Hoc Group and the Akin Ad Hoc Group.

3. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; (d) Adequate Protection Claims (as defined in the DIP Orders); (e) Restructuring Expenses; and (f) the RO Backstop Premium (if paid in cash).

4. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code as if the reference Entity was a debtor in a case under the Bankruptcy Code.

5. "*Agents/Trustees*" means, collectively, the DIP Agents, the Prepetition ABL Agent, the Prepetition Term Loan Agent, the Escrow Agent, the Legacy Notes Trustee, the Secured Exchangeable Notes Trustee, the HoldCo Convertible Notes Trustee, and the Exit Facilities Agents, including any successors thereto.

6. "*Akin Ad Hoc Group*" means that certain ad hoc group of Holders of First Lien Claims represented by the Akin Ad Hoc Group Advisors.

7. "*Akin Ad Hoc Group Advisors*" means (i) Akin Gump Strauss Hauer & Feld, as counsel to the Akin Ad Hoc Group, (ii) Alvarez and Marsal LLC, as financial advisor to the Akin Ad Hoc Group, (iii) Centerview Partners LP, as investment banker to the Akin Ad Hoc Group, and (iv) Korn Ferry, as board search consultant.

8. "*Allowed*" means, as to a Claim or an Interest, a Claim or an Interest expressly allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan, and (b) the Debtors, with the consent of the Required Consenting Stakeholders, which shall not be unreasonably withheld, delayed, or conditioned, may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such

Claims would be allowed under applicable nonbankruptcy 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 the Plan.

9. "*Audit Committee*" means the audit committee of the board of directors of HoldCo.

10. "*Avaya Hourly Pension Plan*" means the Avaya Inc. pension plan, a defined benefit plan covered by the termination insurance program under Title IV of ERISA.

11. "*B-1 Term Loans*" means the Tranche B-1 Term Loans outstanding under the Prepetition Term Loan Credit Agreement in the principal amount of $800,000,000 as of the Petition Date.

12. "*B-2 Term Loans*" means the Tranche B-2 Term Loans outstanding under the Prepetition Term Loan Credit Agreement in the principal amount of $743,000,000 as of the Petition Date.

13. "*B-3 Term Loans*" means the Tranche B-3 Term Loans outstanding under the Prepetition Term Loan Credit Agreement in the principal amount of $350,000,000 as of the Petition Date.

14. "*B-3 Escrow Claim*" means a Claim on account of B-3 Term Loans arising out of or in connection with the Escrow Cash.

15. "*B-3 Term Loan Claim*" means any Claim on account of the B-3 Term Loans actually funded, less the amount of the B-3 Escrow Claims, plus accretion on account of the B-3 Term Loans (including on account of the B-3 Escrow Claims) from the date of funding of the B-3 Term Loans to the Petition Date, plus 30% of the B-3 Special Premium (as defined in the Prepetition Term Loan Credit Agreement) that would otherwise be due in respect of the resulting B-3 Term Loan Claim amount as of the Petition Date. The calculation of the B-3 Special Premium for the B-3 Term Loan Claims will be based on average treasury rates published in the Federal Reserve Statistical Release H.15 for the five business days through and including February 9, 2023, and the CME Term SOFR 3 Month Index for February 10, 2023.

16. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

17. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas.

18. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

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

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

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

22. "*Cause of Action*" means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (d) any

claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer claim.

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

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

25. "*Claims and Noticing Agent*" means Kurtzman Carson Consultants LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

26. "*Claims Register*" means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

27. "*Class*" means a class of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

28. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

29. "*Collective Bargaining Agreements*" means, collectively, (a) that certain agreement, dated May 24, 2009, between the Business Groups of Avaya Inc. and the Communications Workers of America, as amended, including by way of modification and extension agreements between Avaya Inc. and the Communications Workers of America executed on June 7, 2014, June 13, 2016, June 14, 2018, September 21, 2019, and December 30, 2020, and (b) that certain agreement, dated May 24, 2009, between Avaya Inc. and the International Brotherhood of Electrical Workers, as amended, including by way of modification and extension agreements between Avaya Inc. and the International Brotherhood of Electrical Workers executed on June 7, 2014, June 13, 2016, June 14, 2018, September 21, 2019, and February 26, 2021.

30. "*Company Parties*" means HoldCo and each of its direct and indirect subsidiaries that are or become parties to the RSA, solely in their capacity as such.

31. "*Confirmation*" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases.

32. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

33. "*Confirmation Hearing*" means the hearing held by the Bankruptcy Court on confirmation of the Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

34. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

35. "*Consenting Stakeholders*" means, collectively, the Holders of First Lien Claims that are signatories to the RSA or any subsequent Holder of First Lien Claims that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

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

37. "*Covered Claims*" means any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the RSA and related prepetition transactions, the DIP Facilities, the Rights Offering, the Disclosure Statement, the

Plan, the Plan Supplement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the RSA, the DIP Facilities, the Rights Offering, the Disclosure Statement, the Plan, the Plan Supplement, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the DIP Documents, the DIP Orders, the RO Documents, the solicitation of votes on the Plan, the prepetition negotiation and settlement of claims, the pursuit of Confirmation, the pursuit of consummation, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place prior to the Effective Date.

38. "*Covered Party*" means, with respect to the Debtors, each Debtor Related Party of each Debtor, including, for the avoidance of doubt, each such Entity's financial advisors, partners, attorneys, accountants, investment bankers, consultants, and other professionals, each in their capacity as such.

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

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

41. "*Debtor Release*" means the release set forth in Article VIII.C of this Plan.

42. "*Debtors*" means, collectively, each of the following: Avaya Inc., Avaya CALA Inc., Avaya Cloud Inc., Avaya EMEA LTD., Avaya Federal Solutions, Inc., Avaya Holdings Corp., Avaya Holdings LLC, Avaya Integrated Cabinet Solutions LLC, Avaya Management L.P., Avaya Management Services Inc., Avaya World Services Inc., CAAS Technologies, LLC, CTIntegrations, LLC, HyperQuality, Inc., HyperQuality II, LLC, Intellisist, Inc., dba Spoken Communications, KnoahSoft, Inc., Sierra Asia Pacific Inc., Sierra Communication International LLC, Ubiquity Software Corporation, and VPNet Technologies, Inc. upon their filing of voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

43. "*Definitive Documents*" means, collectively, (a) the Disclosure Statement; (b) the Solicitation Materials; (c) the Governance Documents; (d) the DIP Commitment Letter; (e) the DIP Orders (and motion(s) seeking approval thereof); (f) the DIP Facilities Documents; (g) the Exit Facilities Documents, (h) the RO Documents; (i) the Plan (and all exhibits thereto); (j) the Confirmation Order; (k) the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials (and motion(s) seeking approval thereof); (l) all material pleadings filed by the Debtors in connection with the Chapter 11 Cases (and related orders), including the First Day Pleadings and all orders sought pursuant thereto; (m) the 2023 PBGC Settlement Agreement; (n) the Plan Supplement; (o) the MIP Pre-Emergence Allocation Pool, as applicable; (p) the Escrow Direction Letter and, to the extent not covered by any above-mentioned items, any and all agreements, documents, and filings in connection with the release of the Escrow Cash; (q) any and all filings with or requests for regulatory or other approvals from any governmental entity or unit, other than ordinary course filings and requests, necessary or desirable to implement the Restructuring Transactions; (r) the Renegotiated RingCentral Contracts; and (s) such other agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by the RSA or the Plan.

44. "*Description of Transaction Steps*" means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan and as set forth in the Plan Supplement.

45. "*DIP ABL Agent*" means the administrative agent, collateral agent, or similar Entity under the DIP ABL Credit Agreement.

46. "*DIP ABL Facility Claim*" means any Claim held by the DIP ABL Lenders or the DIP ABL Agent arising under or relating to the DIP ABL Credit Agreement or the DIP Orders, including any and all fees, interests paid in kind, and accrued but unpaid interest and fees arising under the DIP ABL Credit Agreement.

47. "*DIP ABL Credit Agreement*" means the credit agreement with respect to the DIP ABL Facility, as may be amended, supplemented, or otherwise modified from to time.

48. "*DIP ABL Facility*" means a superiority secured first lien asset based debtor in possession financing facility for the DIP ABL Loans, in an aggregate amount of up to $128.125 million, including a letter of credit sub-facility, which DIP ABL Facility may be converted into the Exit ABL Facility on the Effective Date, to be entered into on the terms and conditions set forth in the DIP ABL Facility Documents and the DIP Orders.

49. "*DIP ABL Facility Documents*" means any documents governing the DIP 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

50. "*DIP ABL Lenders*" means the lenders providing the DIP ABL Facility under the DIP ABL Facility Documents.

51. "*DIP ABL Loans*" means the loans provided under the DIP ABL Facility.

52. "*DIP Agents*" means, collectively, the DIP ABL Agent and the DIP Term Loan Agent.

53. "*DIP Claims*" means, collectively, the DIP ABL Facility Claims and the DIP Term Loan Claims.

54. "*DIP Commitment Letter*" means one or more commitment letters, each as may be amended, supplemented, or otherwise modified from to time in accordance with each of its terms, entered into between the Debtors and the DIP ABL Lenders and DIP Term Loan Lenders, pursuant to which the DIP ABL Lenders commit to fund the DIP ABL Facility and the DIP Term Loan Lenders commit to fund the DIP Term Loan Facility, as applicable.

55. "*DIP Commitment Party*" means any Person that commits to fund the DIP ABL Facility or DIP Term Loan Facility, as applicable, under the applicable DIP Commitment Letter.

56. "*DIP Commitment Shares*" means, collectively, New Equity Interests to be issued to the DIP Term Loan Lenders in satisfaction of the put option premium under the DIP Term Loan Facility, which New Equity Interests will be issued at a 37.5% discount to the implied equity value of $538.8125 million after giving effect to the Rights Offering.

57. "*DIP Facilities Documents*" means, collectively, the DIP ABL Facility Documents and the DIP Term Loan Facility Documents.

58. "*DIP Lenders*" means the DIP ABL Lenders and the DIP Term Loan Lenders.

59. "*DIP Orders*" means, collectively, the Interim DIP Order and the Final DIP Order and any other Bankruptcy Court order approving entry into the DIP Facilities Documents.

60. "*DIP Professional Fees*" means, as of the Effective Date, all accrued and unpaid professional fees and expenses payable under the DIP Orders to the professionals for the DIP Agents and the DIP Lenders.

61. "*DIP Term Loan Agent*" means the administrative agent, collateral agent, or similar Entity under the DIP Term Loan Credit Agreement.

62. "*DIP Term Loan Claim*" means any Claim held by the DIP Term Loan Lenders or the DIP Term Loan Agent arising under or relating to the DIP Term Loan Credit Agreement or the DIP Orders, including any and all fees, interests paid in kind, and accrued but unpaid interest and fees arising under the DIP Term Loan Credit Agreement.

63. "*DIP Term Loan Credit Agreement*" means the credit agreement with respect to the DIP Term Loan Facility, as may be amended, supplemented, or otherwise modified from to time.

64. "*DIP Term Loan Facility*" means the senior secured debtor in possession financing facility for the DIP Term Loans, in an aggregate amount of $500 million, which DIP Term Loan Facility shall be converted into the DIP-to-Exit Term Loans on the Effective Date, entered into on the terms and conditions set forth in the DIP Term Loan Facility Documents and the DIP Orders.

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

66. "*DIP Term Loan Lenders*" means the lenders providing the DIP Term Loan Facility under the DIP Term Loan Facility Documents.

67. "*DIP Term Loans*" means the multiple draw term loans provided under the DIP Term Loan Facility.

68. "*DIP Term Loan Term Sheet*" means the DIP Term Loan Term Sheet attached as Exhibit C to the Restructuring Support Agreement.

69. "*DIP-to-Exit Term Loans*" means the DIP Term Loans in an aggregate amount of $500 million after such DIP Term Loans are converted on a dollar-for-dollar basis into Exit Term Loans on the Effective Date pursuant to the DIP Term Loan Credit Agreement, Exit Term Loan Facility Credit Agreement and the Plan.

70. "*Disbursing Agent*" means, as applicable, the Reorganized Debtors or any Entity the Reorganized Debtors select, in consultation with the Ad Hoc Groups, to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent and the Agents/Trustees, as applicable.

71. "*Disclosure Statement*" means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

72. "*Disputed*" means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

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

74. "*DTC*" means The Depository Trust Company.

75. "*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 and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

76. "*Employment Obligations*" means any existing obligations to employees to be assumed, reinstated, or honored, as applicable, in accordance with Article IV.O of the Plan.

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

78. "*Equity Security*" means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

79. "*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended.

80. "*Escrow Account*" has the meaning set forth in the Escrow Agreement.

81. "*Escrow Agent*" means Goldman, in its capacity as escrow agent under the Escrow Agreement.

82. "*Escrow Agreement*" means the Escrow Agreement dated as of July 12, 2022 by and among Avaya Inc., Goldman, in its capacity as the Prepetition Term Loan Agent, and Goldman, in its capacity as the Escrow Agent.

83. "*Escrow Cash*" means all Cash held by the Escrow Agent in the Escrow Account pursuant to the Escrow Agreement.

84. "*Escrow Direction Letter*" means a direction letter to be executed by Avaya Inc., the Prepetition Term Loan Agent, and the Consenting Stakeholders that are B-3 Term Loan Lenders (and if necessary, other Term Loan Lenders that are Consenting Stakeholders), in form and substance reasonably acceptable to the Company Parties and the Required Consenting Stakeholders.

85. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

86. "*Exculpated Parties*" means, collectively, and in each case in its capacity as such, the Debtors.

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

88. "*Existing Avaya Interests*" means the Interests in HoldCo immediately prior to the consummation of the transactions contemplated in this Plan.

89. "*Exit ABL Facility*" means the first lien asset based lending facility, to be incurred on the Effective Date by the Reorganized Debtors pursuant to the Exit ABL Facility Credit Agreement.

90. "*Exit ABL Facility Agent*" means the administrative agent, collateral agent, or similar Entity under the Exit ABL Facility Credit Agreement.

91. "*Exit ABL Facility Credit Agreement*" means the credit agreement with respect to the Exit ABL Facility, as may be amended, supplemented, or otherwise modified from to time.

92. "*Exit ABL Facility Documents*" means, collectively, the Exit ABL Facility Credit Agreement and any other agreements or documents memorializing the Exit ABL Facility, including any amendments, modifications, supplements thereto, and together with any related notes, certificates, agreements, intercreditor agreements, security agreements, mortgages, deeds of trust, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection with the Exit ABL Facility, as may be amended, restated, supplemented, or otherwise modified from time to time.

93. "*Exit ABL Facility Lenders*" means those lenders party to the Exit ABL Facility Credit Agreement.

94. "*Exit Facilities*" means, collectively, the Exit ABL Facility and the Exit Term Loan Facility.

95. "*Exit Facilities Agents*" means, collectively, the Exit ABL Facility Agent and the Exit Term Loan Facility Agent.

96. "*Exit Facilities Documents*" means, collectively, the Exit ABL Facility Documents and the Exit Term Loan Facility Documents.

97. "*Exit Term Loan Facility*" means the first lien term loan facility to be incurred by the Reorganized Debtors and applicable guarantors on the Effective Date in the aggregate principal amount of $810 million pursuant to the Exit Term Loan Facility Credit Agreement, on the terms and conditions substantially set forth in the Exit Term Loan Facility Term Sheet.

98. "*Exit Term Loan Facility Agent*" means the administrative agent, collateral agent, or similar Entity under the Exit Term Loan Facility Credit Agreement.

99. "*Exit Term Loan Facility Credit Agreement*" means the credit agreement with respect to the Exit Term Loan Facility, as may be amended, supplemented, or otherwise modified from to time.

100. "*Exit Term Loan Facility Documents*" means, collectively, the Exit Term Loan Facility Credit Agreement and any other agreements or documents memorializing the Exit Term Loan Facility, including any amendments, modifications, supplements thereto, and together with any related notes, certificates, agreements, intercreditor agreements, security agreements, mortgages, deeds of trust, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection with the Exit ABL Facility, as may be amended, restated, supplemented, or otherwise modified from time to time.

101. "*Exit Term Loan Facility Lenders*" means those lenders party to the Exit Term Loan Facility Credit Agreement.

102. "*Exit Term Loan Facility Term Sheet*" means the Exit Term Loan Facility Term Sheet attached as Exhibit D to the Disclosure Statement.

103. "*Exit Term Loans*" means the term loans provided under the Exit Term Loan Facility on the terms and conditions set forth in the Exit Term Loan Facility Credit Agreement, which shall include the DIP-to-Exit Term Loans, the Takeback Term Loans, the RO Term Loans, and the RO Backstop Term Loans.

104. "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date.

105. "*File*" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. "Filed" and "Filing" shall have correlative meanings.

106. "*Final DIP Order*" means one or more Final Orders entered approving the DIP ABL Facility, the DIP Term Loan Facility, and the DIP Facilities Documents, and authorizing the Debtors' use of Cash Collateral.

107. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, vacated, 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 no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorarishall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided*, however, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

108. "*First Lien Claims*" means, collectively, the Prepetition Term Loan Claims, the Legacy Note Claims, and the Secured Exchangeable Note Claims.

109. "*General Unsecured Claim*" means any Claim that is not (a) an Administrative Claim, (b) a Professional Fee Claim, (c) a Priority Tax Claim, (d) a Secured Tax Claim, (e) a DIP Claim, (f) an Other Secured Claim, (g) an Other Priority Claim, (h) a Prepetition ABL Claim, (i) a First Lien Claim, (j) a B-3 Escrow Claim, (k) a HoldCo Convertible Notes Claim, (l) an Intercompany Claim, or (m) a Section 510 Claim with respect to HoldCo.

110. "*Goldman*" means Goldman Sachs Bank USA.

111. "*Governance Documents*" means, as applicable, the organizational and governance documents for the Reorganized Debtors, which will give effect to the Restructuring Transactions, including, without limitation, New Stockholders' Agreement, Registration Rights Agreement, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements, shareholder agreements (or equivalent governing documents), and the identities of proposed members of the board of directors of Reorganized Avaya which documents shall be consistent with the Governance Term Sheet.

112. "*Governance Term Sheet*" means the governance term sheet attached to the Restructuring Term Sheet.

113. "*Governing Body*" means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.

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

115. "*HoldCo*" means Avaya Holdings Corp.

116. "*HoldCo Convertible Notes*" means the unsecured notes issued under the HoldCo Convertible Notes Indenture.

117. "*HoldCo Convertible Notes Claims*" means any Claim on account of the HoldCo Convertible Notes.

118. "*HoldCo Convertible Notes Indenture*" means the indenture dated as of June 11, 2018, between HoldCo, as issuer, and the Bank of New York Mellon Trust Company, N.A., as trustee, including all amendments, modifications, and supplements thereto.

119. "*HoldCo Convertible Notes Notice*" shall mean the notice of non-voting status notice solely for Holders of Convertible Notes Claims attached to the order conditionally approving the Disclosure Statement.

120. "*HoldCo Convertible Notes Settlement Consideration*" shall mean (a) $24 million of total consideration comprising (i) an aggregate of $10.4 million of Cash, plus (ii) an aggregate of $10 million of Exit Term Loans; plus (iii) the payment of reasonable and documented professional fees and expenses incurred by the S&C Ad Hoc Group (including such fees and expenses of Sullivan & Cromwell, LLP, as counsel, Bracewell LLP, as local counsel, MoloLamken LLP, as special counsel, and Houlihan Lokey, as financial advisor) in an aggregate amount not to exceed $3.6 million (provided that if such reasonable and documented fees are less than $3.6 million, any excess amount shall increase the Cash recovery set forth in prong (i)), plus (b) the payment of reasonable and documented fees and expenses incurred by the HoldCo Convertible Notes Trustee (including professional fees and expenses of Morgan, Lewis & Bockius LLP, as counsel), whether before or after the Petition Date; *provided* that the aggregate amount of such fees and expenses incurred by the HoldCo Convertible Notes Trustee shall not exceed $100,000.

121. "*HoldCo Convertible Notes Settlement Trigger*" shall mean (i) the representation, at the first hearing in the Chapter 11 Cases on the record before the Bankruptcy Court, by Holders of at least 67% of HoldCo Convertible Notes Claims in Class 7 in the aggregate as of the Petition Date, by and through counsel for the S&C Ad Hoc Group and counsel for the PW Ad Hoc Group, of their support of the settlement set forth in Article IV.B of the Plan, and (ii)

the delivery of written confirmation of such representation by counsel to the S&C Ad Hoc Group and counsel to the PW Ad Hoc Group within two (2) business days of such hearing setting forth the exact amount of HoldCo Convertible Notes Claims in Class 7 held by the members of the S&C Ad Hoc Group and the PW Ad Hoc Group as of the Petition Date which amount shall be at least equal to the HoldCo Convertible Notes Threshold to counsel to the Debtors, counsel to the Akin Ad Hoc Group, counsel to the PW Ad Hoc Group and counsel to the S&C Ad Hoc Group, in each case which shall be confirmed in writing to counsel to the S&C Ad Hoc Group and counsel to the PW Ad Hoc Group by counsel to the Debtors promptly upon satisfaction of each such condition.

122. "*HoldCo Convertible Notes Threshold*" shall mean the amount of HoldCo Convertible Notes Claims held by the members of the PW Ad Hoc Group and the S&C Ad Hoc Group as of the Petition Date which amount shall be at least 67% of the HoldCo Convertible Notes Claims in Class 7 in the aggregate.

123. "*HoldCo Convertible Notes Trustee*" means the Bank of New York Mellon Trust Company, N.A., in its capacity as trustee under the HoldCo Convertible Notes Indenture, or any indenture trustee as permitted by the terms set forth in the HoldCo Convertible Notes Indenture.

124. "*HoldCo General Unsecured Claim*" means any General Unsecured Claim against HoldCo.

125. "*Holder*" means an Entity that is the record owner of a Claim or Interest. For the avoidance of doubt, affiliated record owners of Claims or Interests managed or advised by the same institution shall constitute separate Holders.

126. "*Impaired*" means "impaired" within the meaning of section 1124 of the Bankruptcy Code.

127. "*Intercompany Claim*" means any Claim against a Debtor held by another Debtor.

128. "*Intercompany Interest*" means an Interest in a Debtor held by another Debtor.

129. "*Interest*" means, collectively, (a) any Equity Security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

130. "*Interim DIP Order*" means one or more orders entered on an interim basis approving the DIP ABL Facility, the DIP Term Loan Facility, and the DIP Facilities Documents and authorizing the Debtors' use of Cash Collateral.

131. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

132. "*Legacy Notes*" means the senior secured notes issued under the Legacy Notes Indenture.

133. "*Legacy Notes Claim*" means any Claim on account of the Legacy Notes.

134. "*Legacy Notes Indenture*" means the indenture dated as of September 25, 2020, between Avaya Inc., as issuer, and Wilmington Trust, National Association, as trustee and notes collateral agent, including all amendments, modifications, and supplements thereto.

135. "*Legacy Notes Trustee*" means Wilmington Trust, National Association, in its capacity as indenture trustee and notes collateral agent under the Legacy Notes Indenture, or any indenture trustee as permitted by the terms set forth in the Legacy Notes Indenture.

136. "*Legacy Term Loan Claim*" means any Claim on account of the Legacy Term Loans.

137. "*Legacy Term Loans*" means, collectively, the B-1 Term Loans and the B-2 Term Loans.

138. "*Lien*" means a lien as defined in section 101(37) of the Bankruptcy Code.

139. "*Management Incentive Plan*" means a post-Effective Date equity incentive plan providing for the issuance from time to time, of equity and equity-based awards with respect to New Equity Interests, as approved by the New Board.

140. "*Management Incentive Plan Pool*" means a pool of up to 10% (inclusive of the MIP Pre-Emergence Allocation Pool) of the New Equity Interests, on a fully-diluted basis, as of the Effective Date, reserved for issuance pursuant to the Management Incentive Plan.

141. *"MIP Pre-Emergence Allocation Pool*" means a percentage to be agreed upon by the Required Consenting Stakeholders and the Debtors of the Management Incentive Plan Pool that may be allocated prior to the Effective Date as emergence grants to recruit new executives to be hired to serve in key senior management positions after the Effective Date, and subject to such terms and conditions (including with respect to form, structure, and vesting) determined by, in each case, the Required Consenting Stakeholders, in consultation with the CEO.

142. "*New Board*" means the board of directors or similar governing body of Reorganized Avaya.

143. "*New Equity Interests*" means equity or membership interests in Reorganized Avaya after consummation of the Restructuring Transactions.

144. "*New Stockholders' Agreement*" means that certain stockholders agreement that will govern certain matters related to the governance of the Reorganized Debtors and which shall be consistent with the Governance Term Sheet.

145. "*Non-HoldCo General Unsecured Claim*" means any General Unsecured Claim against a Debtor other than HoldCo.

146. "*Other Priority Claim*" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

147. "*Other Secured Claim*" means any Secured Claim against the Debtors other than the DIP Claims, the Priority Tax Claims, the Prepetition ABL Claims, or the First Lien Claims.

148. "*PBGC*" means the Pension Benefit Guaranty Corporation.

149. "*Person*" has the meaning set forth in section 101(41) of the Bankruptcy Code.

150. "*Petition Date*" means the date on which the Debtors commenced the Chapter 11 Cases.

151. "*Plan"* means this joint prepackaged plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the RSA, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

152. "*Plan Distribution*" means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with the Plan.

153. "*Plan Supplement*" means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors, to the extent reasonably practicable, no later than seven (7) days before the Confirmation Hearing or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, including the following, as applicable: (a) the Governance Documents; (b) the identity and members of the New Board; (c) the Schedule of Retained Causes of Action; (d) the Exit Facilities Documents; (e) the Description of Transaction Steps (which shall,

for the avoidance of doubt, remain subject to modification until the Effective Date and may provide for certain actions to occur prior to the Effective Date, subject to the consent of the Required Consenting Stakeholders); (f) the Rejected Executory Contract and Unexpired Lease List, if any; and (g) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

154. "*Prepetition ABL Agent*" means the administrative agent, collateral agent, or similar Entity under the Prepetition ABL Credit Agreement.

155. "*Prepetition ABL Claims*" means any Claim on account of the Prepetition ABL Credit Agreement.

156. "*Prepetition ABL Credit Agreement*" means that certain ABL Credit Agreement dated as of December 15, 2017, between HoldCo, as holdings, and Avaya Inc., as borrower, the lenders party thereto, and Citibank, N.A., as Administrative Agent and Collateral Agent, including all amendments, modifications, and supplements thereto.

157. "*Prepetition ABL Facility*" means the revolving credit facility under the Prepetition ABL Credit Agreement.

158. "*Prepetition Term Loan Agent*" means Goldman, in its capacity as the administrative agent and collateral agent under the Prepetition Term Loan Credit Agreement.

159. "*Prepetition Term Loan and Escrow Agent Advisors*" means Davis Polk & Wardwell LLP and Porter Hedges LLP, as counsel to the Prepetition Term Loan Agent and the Escrow Agent.

160. "*Prepetition Term Loan Claims*" means, collectively, the Legacy Term Loan Claims and the B-3 Term Loan Claims.

161. "*Prepetition Term Loan Credit Agreement*" means the credit agreement dated as of December 15, 2017, between HoldCo, as holdings, and Avaya Inc., as borrower, the other guarantors party thereto, the lenders party thereto, and Goldman, as administrative agent and collateral agent, including all amendments, modifications, and supplements thereto.

162. "*Prepetition Term Loan Credit Documents*" means the Prepetition Term Loan Credit Agreement and the "Credit Documents" as defined in the Prepetition Term Loan Credit Agreement.

163. "*Preserved Claims*" means (a) Claims or Causes of Action against any Entity that was the beneficiary of the repurchase, redemption or other satisfaction by any Debtor Entity of the HoldCo Convertible Notes prior to the Petition Date or (b) Preserved Tranche B-3 Claims.

164. "*Preserved Tranche B-3 Claim*" means an Estate claim or Cause of Action with respect to B-3 Term Loans, including the obligations, guarantees, and security interests granted in connection with the B-3 Term Loans.

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

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

167. "*Professional*" means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

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

169. "*Professional Fee Claim*" means a Claim by a professional seeking an award by the Bankruptcy Court 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.

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

171. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

172. "*PW Ad Hoc Group*" means that certain ad hoc group of Holders of First Lien Claims represented by the PW Ad Hoc Group Advisors.

173. "*PW Ad Hoc Group Advisors*" means (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the PW Ad Hoc Group, (ii) Glenn Agre Bergman & Fuentes LLP, as counsel to the PW Ad Hoc Group, (iii) FTI Consulting, Inc., as financial advisor to the PW Ad Hoc Group, (iv) Gray Reed & McGraw LLP, as local counsel to the PW Ad Hoc Group, and (v) Korn Ferry, as board search consultant.

174. "*Registration Rights Agreement*" means that certain registration rights agreement that will provide certain registration rights to holder of New Equity Interests and which shall be consistent with the Governance Term Sheet.

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

176. "*Rejected Executory Contract and Unexpired Lease List*" means the list, as determined by the Debtors and reasonably satisfactory to the Required Consenting Stakeholders, of Executory Contracts and Unexpired Leases that will be rejected by the Reorganized Debtors pursuant to the Plan, which list, as may be amended from time to time, with the consent of the Debtors and the Required Consenting Stakeholders, shall be included in the Plan Supplement.

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

178. "*Released Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Consenting Stakeholder; (d) each Settlement Group Releasing Party; (e) RingCentral; (f) each Agent/Trustee; (g) each DIP Commitment Party and each DIP Lender; (h) each RO Backstop Party; (i) each current and former Affiliate of each Entity in clause (a) and (b); (j) each Debtor Related Party of each Entity in clause (a) and (b); (k) each current and former Affiliate of each Entity in clause (c) through (h) and the following clause (l); (l) each Related Party of each Entity in clause (c) through (h) and this clause (l); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article VIII.D or Article VIII.E of the Plan; (y) timely objects to the releases contained in Article VIII.D or Article VIII.E of the Plan and such objection is not resolved before Confirmation; or (z) was the beneficiary of the repurchase, redemption, or other satisfaction of HoldCo Convertible Notes prior to the Petition Date.

179. "*Releasing Party*" means, each of, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each Company Party; (d) RingCentral; (e) each DIP Lender; (f) each Agent/Trustee; (g) each Consenting Stakeholder; (h) all Holders of Claims that vote to accept the Plan; (i) all Holders of Claims that are deemed to accept the Plan who do not affirmatively opt out of the releases provided by the Plan by checking the box

on the applicable notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (j) all Holders of Claims that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (k) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through (k); and (m) each Related Party of each Entity in clause (a) through (l) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law; *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation. Notwithstanding the foregoing, any Entity that is a Settlement Group Releasing Party shall not be a Releasing Party unless such Entity is a member of the PW Ad Hoc Group as of the Petition Date, in which case such Entity shall not be a Releasing Party solely with respect to any HoldCo Convertible Notes Claims.

180. "*Renegotiated RingCentral Agreements*" means, collectively, (a) the Second Amended and Restated Framework Agreement, by and between Avaya Inc. and RingCentral, (b) the First Amended and Restated Development Agreement, by and between Avaya Inc., Avaya Management L.P., and RingCentral, (c) the First Amended and Restated Super Master Agent Agreement, by and between Avaya Inc. and RingCentral, and (d) the Reseller Agreement, by and between Avaya Cloud Inc. and RingCentral.

181. "*Reorganized Avaya*" means Avaya Holdings Corp., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date.

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

183. "*Required Akin Ad Hoc Group Members*" means, as of the relevant date, Consenting Stakeholders holding, collectively, in excess of 50% of the aggregate principal amount of First Lien Claims held by Consenting Stakeholders that are members of the Akin Ad Hoc Group.

184. "*Required Consenting Stakeholders*" means, as of the relevant date, (a) the Required PW Ad Hoc Group Members and (b) the Required Akin Ad Hoc Group Members.

185. "*Required PW Ad Hoc Group Members*" means, as of the relevant date, Consenting Stakeholders holding, collectively, in excess of 50% of the aggregate principal amount of First Lien Claims held by the Consenting Stakeholders that are members of the PW Ad Hoc Group.

186. "*Restructuring Expenses*" means the reasonable and documented fees and expenses accrued since the inception of their respective engagements related to the implementation of the Restructuring Transactions and not previously paid by, or on behalf of, the Debtors of: (a) the PW Ad Hoc Group Advisors; (b) the Akin Ad Hoc Group Advisors; (c) the Secured Exchangeable Notes Advisors; (d) the Prepetition Term Loan and Escrow Agent Advisors, (e) any consultants or other professionals retained by the PW Ad Hoc Group or the Akin Ad Hoc Group in connection with the Debtors or the Restructuring Transactions with the consent of the Debtors (not to be unreasonably withheld), (f) the Legacy Notes Trustee, and (g) the Secured Exchangeable Notes Trustee, in each case, in accordance with the engagement letters of such consultant or professional or other agreements signed by the Debtors, and in each case, without further order of, or application to, the Bankruptcy Court by such consultant or professionals.

187. "*Restructuring Term Sheet*" means the term sheet attached to the RSA as Exhibit B thereto.

188. "*Restructuring Transactions*" means the transactions described in Article IV.B of the Plan.

189. "*Rights*" means the non-certificated rights that will enable the holders thereof to purchase RO Term Loans at par.

190. "*Rights Offering*" means the offering of the RO Term Loans for the RO Amount to be consummated by the Debtors on the Effective Date in accordance with the RO Procedures.

191. "*RingCentral*" means RingCentral, Inc. and its Affiliates.

192. "*RO Amount*" means $150 million.

193. "*RO Backstop*" means the several obligations and not joint nor joint and several obligations to backstop in full of the Rights Offering by the RO Backstop Parties pursuant to the RO Backstop Agreement.

194. "*RO Backstop Agreement*" means the backstop agreement entered into between the Debtors and the RO Backstop Parties.

195. "*RO Backstop Agreement Approval Order*" means the Final Order authorizing entry into the RO Backstop Agreement and approving the payment of fees and expenses related thereto, which Final Order may be the Confirmation Order.

196. "*RO Backstop Commitment*" means the principle amount of RO Backstop Term Loans a RO Backstop Party commits to fund in connection with the Rights Offering and in accordance with the RO Backstop Agreement.

197. "*RO Backstop Parties*" means, collectively, certain members of the PW Ad Hoc Group and the Akin Ad Hoc Group that are party to the RO Backstop Agreement. For the avoidance of doubt, each RO Backstop Party must be either (A) a "qualified institutional buyer", as such term is defined in Rule 144A under the Securities Act, (B) a non-U.S. person as defined under Regulation S under the Securities Act, or (C) an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) under the Securities Act.

198. "*RO Backstop Premium*" means a, non-refundable aggregate premium equal to 12.5% of the RO Amount, at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering, fully earned upon execution of the RO Backstop Agreement, payable on the Effective Date to the RO Backstop Parties in RO Premium Shares or payable on the termination date of the RO Backstop Agreement to the non-breaching RO Backstop Parties in Cash.

199. *"RO Backstop Share Amount*" means the amount of RO Common Shares that would have been issued to a RO Participant that funded RO Term Loans in the Rights Offering in an amount equivalent to the amount of RO Backstop Term Loans funded by such RO Backstop Party.

200. "*RO Backstop Shares*" means, collectively, New Equity Interests issued to each RO Backstop Party in the RO Backstop Share Amount.

201. "*RO Backstop Term Loans*" means the Exit Term Loans not subscribed for in the Rights Offering that the RO Backstop Parties commit to fund in accordance with their respective RO Backstop Commitments.

202. "*RO Common Share Amount*" means the amount of New Equity Interests that would have been issued to a RO Participant if the Rights Offering were an offering of New Equity Interests in an amount equal to the RO Amount at a 37.5% discount to the implied equity value of $538.8125 million after giving effect to the Rights Offering.

203. "*RO Common Shares*" means, collectively, the New Equity Interests issued to each RO Participant in the RO Common Share Amount.

204. "*RO Documents*" means, collectively, the RO Backstop Agreement, the RO Backstop Agreement Approval Order, the RO Procedures, and any other agreements or documents memorializing the Rights Offering, as may be amended, restated, supplemented, or otherwise modified from time to time according to their respective terms.

205. "*RO Eligible Offerees*" means, collectively, the Holders of First Lien Claims (exclusive of B-3 Escrow Claims).

206. "*RO Non-Participant Takeback Term Loan Allocation*" means a dollar principal amount of Takeback Term Loans equal to the result of the following formula: (a) a fraction (expressed as a percentage), the numerator of which is the First Lien Claims (exclusive of any B-3 Escrow Claims) held by such Holder and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims) multiplied by (b) 300 million; *provided* that on the Effective Date, a RO Backstop Party's RO Non-Participant Takeback Term Loan Allocation, if applicable, shall be reduced dollar-for-dollar by the amount of RO Backstop Term Loans that such RO Backstop Party funds.

207. "*RO Participant Takeback Term Loan Allocation*" means a dollar principal amount of Takeback Term Loans equal to the result of the following formula: (a) a fraction (expressed as a percentage), the numerator of which is the First Lien Claims (exclusive of any B-3 Escrow Claims) held by such Holder, and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims) multiplied by (b) 150 million; *provided* that on the Effective Date, a RO Backstop Party's RO Participant Takeback Loan Allocation, if applicable, shall be reduced dollar-for-dollar by the amount of RO Backstop Term Loans that such RO Backstop Party funds.

208. "*RO Participants*" means, collectively, the RO Eligible Offerees that exercise their respective Rights and agree to fund the RO Term Loans.

209. "*RO Premium Share Amount*" means an amount equal to 12.5% of the RO Amount, at a 37.5% discount to the implied equity value of $538.8125 million after giving effect to the Rights Offering.

210. "*RO Premium Shares*" means, collectively, the New Equity Interests issued to each RO Backstop Party in satisfaction of the RO Backstop Premium.

211. "*RO Procedures*" means the procedures governing the Rights Offering attached as an exhibit to the Disclosure Statement Order.

212. "*RO Term Loans*" means Exit Term Loans offered in the Rights Offering.

213. "*RSA*" means that certain Restructuring Support Agreement, entered into as of February 14, 2023, by and among the Debtors and the other parties thereto, including all exhibits thereto (including the Restructuring Term Sheet), as may be amended, modified, or supplemented from time to time, in accordance with its terms, attached to the Disclosure Statement as Exhibit B.

214. "*S&C Ad Hoc Group*" means that certain ad hoc group of Holders of Claims represented by Sullivan & Cromwell and Houlihan Lokey.

215. "*Schedule of Retained Causes of Action*" means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time, which schedule shall be deemed to include the Preserved Claims.

216. "*Section 510 Claim*" means any Claim against any Debtor: (a) arising from the rescission of a purchase or sale of a Security of any Debtor or an affiliate of any Debtor; (b) for damages arising from the purchase or sale of such a Security made to the Debtors prior to the Petition Date; (c) for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim; *provided* that a Section 510 Claim shall not include any Claims subject to subordination under section 510(b) of the Bankruptcy Code arising from or related to an Interest; and (d) any other claim determined to be subordinated under section 510 of the Bankruptcy Code.

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

218. "*Secured Exchangeable Notes*" means the senior secured exchangeable notes issued under the Secured Exchangeable Notes Indenture.

219. "*Secured Exchangeable Notes Advisors*" means Debevoise & Plimpton LLC and Akin Gump Strauss Hauer & Feld LLP, as local counsel.

220. "*Secured Exchangeable Notes Claims*" means any Claim on account of the Secured Exchangeable Notes.

221. "*Secured Exchangeable Notes Indenture*" means the indenture dated as of July 12, 2022, between Avaya Inc., as issuer, and Wilmington Trust, National Association, as trustee, exchange agent, and notes collateral agent, including all amendments, modifications, and supplements thereto.

222. "*Secured Exchangeable Notes Trustee*" means Wilmington Trust, National Association, in its capacity as indenture trustee, exchange agent, and notes collateral agent under the Secured Exchangeable Notes Indenture, or any indenture trustee as permitted by the terms set forth in the Secured Exchangeable Notes Indenture.

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

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

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

226. "*Settlement Group Release*" means the release set forth in Article VIII.E of this Plan.

227. "*Settlement Group Releasing Party*" means (a) a Holder of HoldCo Convertible Notes Claims, solely in its capacity as such, as of the Distribution Record Date, that has not (x) timely and validly delivered an Opt-Out Form (as defined in the Disclosure Statement) with respect to the Settlement Group Release, or (y) objected to, challenged, or impeded in any manner, formally or informally, any action taken by the Debtors or any Consenting Stakeholders in the Chapter 11 Cases, the transactions contemplated by the RSA, the Plan, the Restructuring Transactions or the entry of any order consistent with, or contemplated by, the terms of the RSA.

228. "*Takeback Term Loan Recovery*" means either an RO Non-Participant Takeback Term Loan Allocation of Takeback Term Loans or an RO Participant Takeback Term Loan Allocation of Takeback Term Loans.

229. "*Takeback Term Loans*" means Exit Term Loans issued in satisfaction of a Holder's RO Non-Participant Takeback Term Loan Allocation or RO Participant Takeback Term Loan Allocation, as applicable.

230. "*Third-Party Release*" means the release set forth in Article VIII.D of this Plan.

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

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

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (2) shall affect any parties' consent rights over any of the Definitive Documents or any amendments thereto (both as that term is defined herein and as it is defined in the

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

C. Computation of Time.

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

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Reorganized Debtors, as applicable.

E. Reference to Monetary Figures.

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

F. Reference to the Debtors or the Reorganized Debtors.

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

G. Controlling Document.

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

H. Consent Rights.

Notwithstanding anything herein to the contrary, any and all consent rights of the parties to the RSA set forth in the RSA and of the parties to the RO Backstop Parties set forth in the RO Backstop Agreement with respect to the form and substance of this Plan, any Definitive Document, all exhibits to the Plan, and the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and be fully enforceable as if stated in full herein until such time as the RSA or the RO Backstop Agreement, as applicable, is terminated in accordance with its terms. Failure to reference in this Plan the rights referred to in the immediately preceding sentence as such rights relate to any document referenced in the RSA or the RO Backstop Agreement, as applicable, shall not impair such rights and obligations. In case of a conflict between the consent rights of the parties to the RSA that are set forth in the RSA or of the parties to the RO Backstop Agreement that are set forth in the RO Backstop Agreement, as applicable, with those parties' consent rights that are set forth in the Plan or the Plan Supplement, the consent rights in the RSA or the RO Backstop Agreement, as applicable, shall control.

ARTICLE II.
ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES

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

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors (with the consent of the Required Consenting Stakeholders, which consent shall not be unreasonably withheld) or the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

B. *DIP Claims*.

1. DIP ABL Facility Claims

On the Effective Date, the DIP ABL Facility shall be refinanced by the Exit ABL Facility, and, in full and final satisfaction of the Allowed DIP ABL Facility Claims, such Claims shall either (i) be repaid in full and in Cash from the proceeds of the Exit ABL Facility or (ii) shall be refinanced by means of a cashless settlement, in each case in accordance with the terms of the DIP ABL Facility Documents. Subject to the DIP ABL Facility Documents, to the extent the DIP ABL Facility is refinanced by means of a cashless settlement, (i) all principal amount of DIP ABL Loans shall be on a one-to-one basis automatically converted to and deemed to be Exit ABL Loans, (ii) the letters of credit issued and outstanding under the DIP ABL Credit Agreement shall be converted to letters of credit deemed to be issued and outstanding under the Exit ABL Facility Documents, (iii) all Collateral that secures the Obligations (each as defined in the DIP ABL Credit Agreement) under the DIP ABL Credit Agreement shall be reaffirmed, ratified and shall automatically secure all Obligations (as defined in the Exit ABL Facility Documents) under the Exit ABL Facility Documents, subject to the priorities of liens set forth in the Exit Facilities Documents, and (iv) each Holder of a DIP ABL Facility Claim shall receive its *Pro Rata* share of Cash on account of any interest, fees, or expenses outstanding with respect to such Holder's DIP ABL Facility Claims as of the Effective Date. For the avoidance of doubt, DIP Professional Fees shall be paid in accordance with the terms of the DIP Orders.

2. DIP Term Loan Claims

On the Effective Date, in full and final satisfaction of the Allowed DIP Term Loan Claims (i) all principal amount of DIP Term Loans shall be on a one-to-one-basis automatically converted to and deemed to be Exit Term Loans, and (ii) each Holder of the DIP Term Loan Claim shall receive its *pro rata* portion of Cash on account of any interest, fees, or expenses outstanding with respect to such Holder's DIP Term Loan Claims as of the Effective Date. For the avoidance of doubt, DIP Professional Fees shall be paid in accordance with the terms of the DIP Orders.

C. Professional Fee Claims.

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

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

2. Professional Fee Escrow Account.

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount, which shall be funded by the Reorganized Debtors. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Confirmation Date, and shall deliver such

estimate to the Debtors no later than three (3) Business Days before the Effective Date; *provided*, *however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

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

D. Priority Tax Claims.

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

E. Payment of 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 or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in the RSA, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or 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, however,* that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation, and defense of the Plan, whether incurred before, on, or after the Effective Date.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

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

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

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Prepetition ABL Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 4	First Lien Claims	Impaired	Entitled to Vote
Class 5	B-3 Escrow Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 6	Non-HoldCo General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 7	HoldCo Convertible Notes Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 8	HoldCo General Unsecured Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 9	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 10	Section 510 Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 11	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 12	Existing Avaya Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

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

1. Class 1 - Other Secured Claims

(a) *Classification*: Class 1 consists of any Other Secured Claims against any Debtor.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim, at the option of the applicable Debtor or Reorganized Debtor, either:

(i) payment in full in Cash of its Allowed Other Secured Claim;

(ii) the collateral securing its Allowed Other Secured Claim;

(iii) Reinstatement of its Allowed Other Secured Claim; or

(iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in

accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Holders of Allowed Claims in Class 1 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 - Other Priority Claims

(a) *Classification*: Class 2 consists of any Other Priority Claims against any Debtor.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

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

3. Class 3 – Prepetition ABL Claims

(a) *Classification*: Class 3 consists of any Prepetition ABL Claims against any Debtor, to the extent not paid in full pursuant to the DIP Orders prior to the Effective Date.

(b) *Allowance*: To the extent not paid in full pursuant to the DIP Orders prior to the Effective Date, on the Effective Date, the Prepetition ABL Claims shall be deemed Allowed in the aggregate principal amount of $56,444,894.61, plus accrued and unpaid interest on such principal amount through the Effective Date, and any fees and other expenses arising under or in connection with the Prepetition ABL Credit Agreement.

(c) *Treatment*: On the Effective Date, each Holder of a Prepetition ABL Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Prepetition ABL Claim.

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

4. Class 4 – First Lien Claims

(a) *Classification*: Class 4 consists of any First Lien Claims (for the avoidance of doubt, exclusive of the B-3 Escrow Claims) against any Debtor.

(b) *Allowance*: The First Lien Claims shall be deemed Allowed in the following amounts:

(i) Legacy Term Loan Claims: $1,552,939,177.75

(ii) B-3 Term Loan Claims (for the avoidance of doubt, exclusive of the B-3 Escrow

Claims): $112,359,733.62

(iii) Legacy Notes Claims: $1,059,754,868.76

(iv) Secured Exchangeable Notes Claims: $280,654,582.43

(c) *Treatment*: Each Holder of a First Lien Claim (or its designated Affiliate, managed fund or account or other designee) shall receive, in full and final satisfaction of such Claim, on the Effective Date, (i) its applicable Takeback Term Loan Recovery, (ii) its *Pro Rata* share of 100% of the New Equity Interests, subject to dilution on account of the Management Incentive Plan Pool, the RO Common Shares, the RO Backstop Shares, the RO Premium Shares, and the DIP Commitment Shares, and (iii) its *Pro Rata* share of the Rights (which Rights must have been exercised in accordance with the RO Procedures).

(d) *Voting*: Class 4 is Impaired under the Plan and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 - B-3 Escrow Claims

(a) *Classification*: Class 5 consists of any B-3 Escrow Claims against any Debtor.

(b) *Allowance*: To the extent not paid in full pursuant to the DIP Orders prior to the Effective Date, the B-3 Escrow Claims shall be deemed Allowed in the aggregate amount of $221,000,000.

(c) *Treatment*: To the extent not paid in full pursuant to the DIP Orders prior to the Effective Date, on the Effective Date, each Holder of a B-3 Escrow Claim (or its designated Affiliate, managed fund or account or other designee) shall receive, in full and final satisfaction of such Claim, its *Pro Rata* share of the Escrow Cash.

(d) *Voting*: Class 5 is unimpaired under the Plan. Holders of Allowed Claims in Class 5 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

6. Class 6 – Non-HoldCo General Unsecured Claims

(a) *Classification*: Class 6 consists of Non-HoldCo General Unsecured Claims.

(b) *Treatment*: Each Holder of an Allowed Non-HoldCo General Unsecured Claim shall receive, in full and final satisfaction of such Claim, either:

(i) Reinstatement of such Allowed Non-HoldCo General Unsecured Claim pursuant to section 1124 of the Bankruptcy Code; or

(ii) payment in full in Cash on (A) the Effective Date or (B) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Non-HoldCo General Unsecured Claim.

(c) *Voting:* Class 6 is Unimpaired under the Plan. Holders of Allowed Claims in Class 6 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

7. Class 7 – HoldCo Convertible Notes Claims

(a) *Classification*: Class 7 consists of HoldCo Convertible Notes Claims.

(b) *Treatment*: On the Effective Date, all HoldCo Convertible Notes Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of HoldCo Convertible Notes Claims will not receive any distribution on account of such HoldCo Convertible Notes Claims.

(c) *Voting:* The Debtors have not solicited the votes of Holders of Class 7 Claims because rejection of the Plan by Class 7 has been assumed by the Debtors solely for purposes of Confirmation.

8. Class 8 - HoldCo General Unsecured Claims

(a) *Classification*: Class 8 consists of HoldCo General Unsecured Claims.

(b) *Treatment*: On the Effective Date, all HoldCo General Unsecured Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of HoldCo General Unsecured Claims will not receive any distribution on account of such HoldCo General Unsecured Claims.

(c) *Voting:* Class 8 is Impaired under the Plan. Holders of Allowed Claims in Class 8 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

9. Class 9 - Intercompany Claims

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

(b) *Treatment:* Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor (with the consent of the Required Consenting Stakeholders, which consent shall not be unreasonably withheld), either Reinstated, converted to equity, otherwise set off, settled, distributed, contributed, canceled, or released, in each case, in accordance with the Description of Transaction Steps.

(c) *Voting:* Holders of Class 9 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 9 Claims are not entitled to vote to accept or reject the Plan.

10. Class 10 - Section 510 Claims

(a) *Classification*: Class 10 consists of all Section 510 Claims.

(b) *Treatment*: On the Effective Date, all Section 510 Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510 Claims will not receive any distribution on account of such Section 510 Claims.

(c) *Voting*: Class 10 is Impaired under the Plan. Holders of Allowed Claims in Class 10 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

11. Class 11 - Intercompany Interests

(a) *Classification:* Class 11 consists of all Intercompany Interests.

(b) *Treatment:* On the Effective Date, Intercompany Interests shall, at the election of the applicable Debtor (with the consent of the Required Consenting Stakeholders, which consent shall not be unreasonably withheld), be (i) Reinstated or (ii) set off, settled, addressed, distributed, contributed, merged, canceled, or released, in each case, in accordance with the Description of Transaction Steps.

(c) *Voting*: Class 11 is Unimpaired if the Class 11 Interests are Reinstated or Impaired if the Class 11 Interests are cancelled. Holders of Class 11 Interests are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

12. Class 12 - Existing Avaya Interests

(a) *Classification*: Class 12 consists of all Existing Avaya Interests.

(b) *Treatment*: On the Effective Date, all Existing Avaya Interests will be cancelled, released, and extinguished and will be of no further force and effect, and Holders of Existing Avaya Interests will not receive any distribution on account thereof.

(c) *Voting*: Class 12 is Impaired under the Plan. Holders of Interests in Class 12 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 12 Interests 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 under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. Elimination of Vacant Classes

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

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

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

F. Intercompany Interests

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

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

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

H. Controversy Concerning Impairment.

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

I. Subordinated Claims.

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

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests.

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors and their Estates. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. *HoldCo Convertible Notes Settlement*.

On or as soon as reasonably practicable after the Effective Date, each Settlement Group Releasing Party, in consideration for granting the voluntary releases set forth in Article VIII.E of the Plan, shall receive its pro rata share of the HoldCo Convertible Notes Settlement Consideration, *provided, however*, that any Person or Entity that fails to meet the requirements to be a Settlement Group Releasing Party shall not be entitled to receive any HoldCo Convertible Notes Settlement Consideration.

For the avoidance of doubt, any Holder of a HoldCo Convertible Notes Claim in Class 7 that is also a Holder of a First Lien Claim may participate in the Rights Offering in its capacity as a Holder of a First Lien Claim.

C. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, and the RSA; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, and the RSA and having other terms to which the applicable Entities may agree; (3) the execution, delivery and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law, including any applicable Governance Documents; (4) the execution and delivery of the Exit Facilities Documents and entry into the Exit Facilities; (5) pursuant to the RO Documents, the implementation of the Rights Offering, the distribution of the Rights to the RO Eligible Offerees, and the issuance of the RO Term Loans, RO Backstop Term Loans, RO Common Shares, RO Backstop Shares, and RO Premium Shares in connection therewith; (6) the issuance and distribution of the New Equity Interests as set forth in the Plan; (7) the reservation of the Management Incentive Plan Pool; (8) the issuance and distribution of the DIP Commitment Shares; (9) such other transactions that are required to effectuate the Restructuring Transactions, including any transactions set forth in the Description of Restructuring Steps; and (10) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

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 as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

The terms of the Restructuring Transactions will be structured to maximize tax efficiencies for each of the Debtors and the Consenting Stakeholders, as agreed to by the Debtors and the Required Consenting Stakeholders and in accordance with the Plan and the Plan Supplement.

D. The Reorganized Debtors.

On the Effective Date, the New Board shall be established in accordance with the terms of the Governance Term Sheet, and each Reorganized Debtor shall adopt its Governance Documents. The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan.

E. Sources of Consideration for Plan Distributions.

The Debtors shall fund distributions under the Plan, as applicable, with: (1) the proceeds from the Exit Facilities, (2) proceeds from the Rights Offering, (3) the New Equity Interests, and (4) the Debtors' Cash on hand. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Equity Interests will be exempt from SEC registration, as described more fully in Article IV.L below.

1. Exit Facilities.

On the Effective Date, the Reorganized Debtors shall enter into the Exit Facilities, the terms of which will be set forth in the Exit Facilities Documents. Confirmation of the Plan shall be deemed approval of the Exit Facilities and the Exit Facilities Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization of the

Reorganized Debtors to enter into and execute the Exit Facilities Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facilities. Execution of the Exit Term Loan Facility Credit Agreement by the Exit Term Loan Facility Agent shall be deemed to bind all Holders of First Lien Claims and all Exit Term Loan Facility Lenders as if each such Holder or Exit Term Loan Facility Lender had executed the Exit Term Loan Facility Credit Agreement with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facilities Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facilities Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facilities Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

2. Rights Offering.

The Debtors shall distribute the Rights to the RO Eligible Offerees on behalf of the Reorganized Debtors as set forth in the Plan and the RO Documents. Pursuant to the RO Procedures, the Rights Offering shall be open to all RO Eligible Offerees, and RO Eligible Offerees shall be entitled to participate in the Rights Offering up to a maximum amount of each such RO Eligible Offeree's Pro Rata share of the Rights. Each RO Eligible Offeree may exercise either all or none of its Rights. Each RO Eligible Offeree who chooses not to participate in the Rights Offering will receive the RO Non-Participant Takeback Term Loan Allocation. The Rights with respect to the Rights Offering are not separately transferrable or detachable from the First Lien Claims and may only be transferred together with the First Lien Claims.

Each RO Participant shall be committed to participate for its full amount of Rights and to fund RO Term Loans in accordance with the RO Procedures. Each RO Participant will receive (i) the RO Participant Takeback Term Loan Allocation and (ii) the RO Common Shares. Upon exercise of the Rights by the RO Participants pursuant to the terms of the RO Procedures, Reorganized Avaya shall be authorized to issue the RO Term Loans and the RO Common Shares issuable pursuant to such exercise.

In exchange for consideration consisting of the RO Backstop Premium and in accordance with the RO Backstop Agreement and their respective RO Backstop Commitments, the RO Backstop Parties have committed to fully backstop, severally and not jointly, nor jointly and severally, the RO Amount and to fund the RO Backstop Term Loans. Each RO Backstop Party shall fund up to its commitment amount of RO Term Loans and/or RO Backstop Term Loans and receive its share of the RO Backstop Shares and RO Premium Shares. The RO Backstop Premium shall be paid, in accordance with the RO Backstop Agreement and RO Backstop Agreement Approval Order, in (i) RO Premium Shares or (ii) upon the termination of the RO Backstop Agreement (except as specifically provided in the RO Backstop Agreement), in cash (as opposed to RO Premium Shares) as an Administrative Claim *pari passu* in priority with Claims arising under section 507(b) of the Bankruptcy Code by Avaya or Reorganized Avaya.

Prior to the Petition Date, the RO Common Shares, the RO Backstop Shares and the RO Premium Shares will be offered pursuant to an exemption from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder and/or Regulation S under the Securities Act.

After the Petition Date, the RO Common Shares will be offered, issued and distributed under the Plan without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance upon the exemption provided in section 1145(a) of the Bankruptcy Code to the maximum extent permitted

by law, and to the extent such exemption is not available, then the RO Common Shares will be issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws.

All RO Backstop Shares and RO Premium Shares will be offered, issued, and distributed in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act and will be "restricted securities" subject to transfer restrictions under the U.S. federal securities laws, as further described in the RO Procedures, the RO Backstop Agreement, and the Plan. Entry of the Confirmation Order shall constitute Bankruptcy Court approval of the Rights Offering (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by Reorganized Avaya in connection therewith). On the Effective Date, the rights and obligations of the Debtors under the RO Backstop Agreement shall vest in the Reorganized Debtors, as applicable.

The proceeds of the Rights Offering shall be used by the Reorganized Debtors for working capital and general corporate purposes.

3. New Equity Interests.

Reorganized Avaya shall be authorized to issue a certain number of shares of New Equity Interests pursuant to its Governance Documents. The issuance of the New Equity Interests shall be authorized without the need for any further corporate action. On the Effective Date, the New Equity Interests shall be issued and distributed as provided for in the Description of Transaction Steps to the Entities entitled to receive the New Equity Interests pursuant to, and in accordance with, the Plan.

All of the shares of New Equity Interests issued pursuant to the 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 the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the Governance Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Equity Interests shall be deemed as its agreement to the Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms. The New Equity Interests will not be registered on any exchange as of the Effective Date.

4. Use of Cash.

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

F. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

G. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in

the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

H. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the Exit Facilities or to the extent otherwise provided in the Plan, including in Article V.A hereof, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect, and the Agents/Trustees shall be released from all duties and obligations thereunder; *provided*, *however*, that notwithstanding anything to the contrary contained herein, any agreement that governs the rights of the DIP Agents and Prepetition Term Loan Agent shall continue in effect solely for purposes of allowing (i) the DIP Agents and Prepetition Term Loan Agent to enforce their rights against any Person other than any of the Released Parties, pursuant and subject to the terms of the Plan, the DIP Orders, the DIP ABL Credit Agreement, the DIP Term Loan Credit Agreement, and/or the Prepetition Term Loan Credit Documents, as applicable, (ii) the DIP Agents and Prepetition Term Loan Agent to receive distributions under the Plan and to distribute them to the Holders of the Allowed DIP Claims and Allowed First Lien Claims, in accordance with the terms of the Plan, the DIP Orders, the DIP ABL Credit Agreement, the DIP Term Loan Credit Agreement, and/or the Prepetition Term Loan Credit Documents, as applicable, (iii) the DIP Agents to enforce their rights to payment of fees, expenses, and indemnification obligations, in accordance with the terms of the DIP Orders, the DIP ABL Credit Agreement, and/or the DIP Term Loan Credit Agreement, (iv) the Prepetition Term Loan Agent to enforce its rights pursuant to section 11.11 of the Prepetition Term Loan Credit Agreement, and (v) the DIP Agents and Prepetition Term Loan Agent to appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including to enforce any obligation under the Plan owed to the DIP Agents, Prepetition Term Loan Agent, or Holders of the DIP Claims or the First Lien Claims, as applicable; *provided further* that, for the avoidance of doubt, nothing in the Plan shall be construed as a (A) release of any rights and obligations set forth in section 12.7 of the Prepetition Term Loan Credit Agreement, if any, with respect to anything not released pursuant to Article VIII.D hereof or (B) limitation of section 12.3 of the Prepetition Term Loan Credit Agreement. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to this Plan.

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

If the record holder of the Notes is DTC or its nominee or another securities depository or custodian thereof, and such Notes are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each such Holder of the 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.

I. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) adoption or assumption, as applicable, of the Employment Obligations; (2) selection of the directors, officers, or managers for the Reorganized Debtors in accordance with the Governance Term Sheet; (3) the issuance and distribution of the New Equity Interests; (4) implementation of the Restructuring Transactions, including the Rights Offering; (5) entry into the Exit Facilities Documents; (6) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (7) adoption of the Governance Documents; (8) the assumption or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (9) the reservation of the Management Incentive Plan Pool; and (10) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized

Debtor, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, the Governance Documents, the Exit Facilities, and the Exit Facilities Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.I shall be effective notwithstanding any requirements under non-bankruptcy law.

J. Governance Documents.

On or immediately prior to the Effective Date, the Governance Documents shall be adopted or amended in a manner consistent with the terms and conditions set forth in the Governance Term Sheet, as may be necessary to effectuate the transactions contemplated by the Plan. Each of the Reorganized Debtors will file its Governance Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The Governance Documents will prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the Governance Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents.

On the Effective Date, Reorganized Avaya shall enter into and deliver the New Stockholders Agreement and the Registration Rights Agreement to each Holder of New Equity Interests, which shall become effective and binding in accordance with their terms and conditions upon the parties thereto without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Holders of New Equity Interests shall be deemed to have executed the New Stockholders Agreement and Registration Rights Agreement and be parties thereto, without the need to deliver signature pages thereto.

K. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of Avaya and HoldCo shall expire, and the members for the initial term of the New Board shall be appointed in accordance with the Governance Documents. The New Board shall consist of members as designated in accordance with the Governance Term Sheet. The initial members of the New Board will be identified in the Plan Supplement, to the extent known at the time of filing. Each such member and officer of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the Governance Documents and other constituent documents of the Reorganized Debtors.

L. Effectuating Documents; Further Transactions.

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

M. Certain Securities Law Matters

The offering of any New Equity Interests (including the RO Common Shares, the Backstop Shares, the RO Premium Shares, and the DIP Commitment Shares) before the Petition Date shall be exempt from the registration

requirements of the Securities Act in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or in reliance on Regulation S under the Securities Act.

The offering, issuance, and distribution of the New Equity Interests (other than the RO Backstop Shares, RO Premium Shares, DIP Commitment Shares and any New Equity Interests underlying the Management Incentive Plan), as contemplated by Article III of this Plan, after the Petition Date, shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, section 1145 of the Bankruptcy Code, and to the extent such exemption is not available, then such New Equity Interests will be offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. Such New Equity Interests, to the extent offered, issued and distributed pursuant to section 1145 of the Bankruptcy Code, (i) will not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (ii) will be freely tradeable and transferable without registration under the Securities Act in the United States by the recipients thereof that are not, and have not been within 90 days of such transfer, an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of the United States Securities and Exchange Commission or state or local securities laws, if any, applicable at the time of any future transfer of such securities or instruments.

The RO Backstop Shares, RO Premium Shares and DIP Commitment Shares will be offered, issued and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or reliance on Regulation S under the Securities Act, will be considered "restricted securities," and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom. The New Equity Interests underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other exemptions from registration, and will be considered "restricted securities."

The New Equity Interests will be subject to any restrictions in the Governance Documents to the extent applicable. Recipients of the New Equity Interests are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable Blue-Sky Laws for resales of New Equity Interests.

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

N. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the Exit Facilities; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee,

intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

O. Employment Obligations.

Unless otherwise provided herein, and subject to Article V of the Plan, all employee wages, compensation, Collective Bargaining Agreements, retiree benefits (as defined in 11 U.S.C. § 1114(a)), and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date; *provided* that, it is agreed and understood that the consummation of 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 agreement, arrangement, program, plan, or policy. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of 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 in accordance with applicable law. On the Effective Date, the Reorganized Debtors shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; *provided* that it is agreed to and understood that the consummation of 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 agreement, arrangement, program, plan, or policy; or (b) enter into new agreements with such employees on terms and conditions acceptable to the Reorganized Debtors and such employee. For the avoidance of doubt, the Third-Party Release does not release the Debtors from their obligations to retirees as set forth in the Plan.

On the Effective Date, Reorganized Avaya shall assume the Avaya Hourly Pension Plan in accordance with applicable non-bankruptcy law (and the Reorganized Debtors reserve all of their rights thereunder), and shall comply with all applicable provisions of ERISA and/or the Internal Revenue Code with respect to the Avaya Hourly Pension Plan.

As of the Effective Date, Reorganized Avaya is obligated to (i) satisfy the minimum funding requirements under 26 §§ 412 and 430 and 29 U.S.C. §§ 1082 and 1083 for the Avaya Hourly Pension Plan, (ii) pay all required PBGC premiums in accordance with 29 U.S.C. §§ 1306 and 1307 for the Avaya Hourly Pension Plan, and (iii) administer the Avaya Hourly Pension Plan in accordance with the applicable provisions of ERISA and the Internal Revenue Code, and the Reorganized Debtors reserve all of their rights thereunder.

With respect to the Avaya Hourly Pension Plan, no provision of this Plan, the Confirmation Order, or section 1141 of the Bankruptcy Code shall be construed to discharge, release, or relieve the Reorganized Debtors, or their successors, from liabilities or requirements imposed under any law or regulatory provision arising after the Effective Date with respect to the Avaya Hourly Pension Plan or PBGC. PBGC and the Avaya Hourly Pension Plan will not be enjoined or precluded from enforcing such liability with respect to the Avaya Hourly Pension Plan as a result of any provision of the Plan, the Confirmation Order, or section 1141 of the Bankruptcy Code.

P. Management Incentive Plan.

As soon as reasonably practicable following the Effective Date, the New Board shall adopt the Management Incentive Plan, which will be on the terms and conditions (including any and all awards granted thereunder) determined by the New Board (including, without limitation, with respect to participants, allocations, duration, timing, and the form and structure of the equity and compensation thereunder); *provided* that, if applicable, the MIP Pre-Emergence Allocation Pool may be allocated prior to the Effective Date to recruit new executives to be hired to serve in key senior management positions after the Effective Date, subject to such terms and conditions (including, without

limitation, with respect to form, allocation, structure, duration, timing, and extent of issuance and vesting) determined by, in each case, the Required Consenting Stakeholders in consultation with the Chief Executive Officer.

Q. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, including the Preserved Claims (other than the Preserved Tranche B-3 Claims, which shall be released upon the Effective Date), 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 by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, 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 Entity, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

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

R. *DTC Eligibility*

The Debtors and the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to promptly make the New Equity Interests eligible for deposit with DTC.

S. Closing the Chapter 11 Cases.

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

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption of Executory Contracts and Unexpired Leases.

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract and Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject Filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contract and Unexpired Lease List. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments.

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

For the avoidance of doubt, all Collective Bargaining Agreements shall be assumed by the Debtors and the Reorganized Debtors pursuant to sections 365(a) and 1123 of the Bankruptcy Code; all expired Collective Bargaining Agreements with the Debtors and all employee wages, compensation, and benefit programs under those expired Collective Bargaining Agreements will be assumed by the Reorganized Debtors where the collective bargaining relationship is in place as of the Effective Date. As a result, labor unions need not file a Proof of Claim, request for payment of administrative expense, or cure claim regarding the assumption of any Collective Bargaining Agreement.

B. Indemnification Obligations.

Subject to section 510 of the Bankruptcy Code, the treatment of Section 510 Claims under this Plan and to the fullest extent permitted under applicable law (including being subject to the limitations of the Delaware General Corporation Law, including the limitations contained therein on a corporation's ability to indemnify officers and directors), all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the current members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Company Parties, as applicable, shall be reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Company Parties than the indemnification provisions in place prior to the Effective Date; *provided* that nothing herein shall expand any of the Debtors' indemnification obligations 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 obligations for any party other than the current members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Company Parties. For the avoidance of doubt, following the Effective Date, the Reorganized Debtors will not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect or purchased as of the Petition Date, and all members, managers, directors, and officers of the Company Parties who served in such capacity at any time prior to the Effective Date or any other individuals covered by such insurance policies, will be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions after the Effective Date.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan or the Rejected Executory Contract and Unexpired Lease List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Claims and Noticing Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.G of the Plan, notwithstanding anything in a Proof of Claim to the contrary. All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a Non-HoldCo General Unsecured Claim or HoldCo General Unsecured Claim, as applicable, pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. Notwithstanding anything to the contrary in the Plan, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including thirty days after the Effective Date.

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

The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure; *provided* that nothing herein shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before 30 days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or Reorganized Debtors, for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is any dispute regarding any Cure, 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 Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to this Article V.D shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of**

Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.D, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding any other provisions of this Plan, the cure obligations, if any, whether asserted or not, related to the assumption of the Collective Bargaining Agreements shall be satisfied in full by payment, in the ordinary course, of all obligations arising under the Collective Bargaining Agreements, including but not limited to grievances, grievance and other settlements, and arbitration awards. For the avoidance of doubt, the Debtors' and the Reorganized Debtors' rights, defenses, claims, and counterclaims with respect to any such obligations are expressly preserved. Any Proofs of Claim filed or to be filed by any labor union, or any of its members, for amounts due under a Collective Bargaining Agreement are deemed to be satisfied by the obligation of the Debtors and the Reorganized Debtors to assume the Collective Bargaining Agreements as set forth herein.

E. Insurance Policies.

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

F. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

G. Nonoccurrence of Effective Date.

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

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

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

ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act

may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Disbursing Agent.

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

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

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

2. Expenses Incurred On or After the Effective Date.

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

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

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

All distributions to Holders of Legacy Notes Claims and Secured Exchangeable Notes Claims shall be made by or at the direction of the Legacy Notes Trustee or the Secured Exchangeable Notes Trustee, as applicable, for further distribution to the relevant Holders of Allowed Legacy Notes Claims and Secured Exchangeable Notes Claims, as applicable, under the terms of the relevant indenture. The Legacy Notes Trustee or the Secured Exchangeable

Notes Trustee, as applicable, shall hold or direct such distributions for the benefit of the respective Holders of Allowed Holders of Legacy Notes Claims and Secured Exchangeable Notes Claims, subject to the rights of the Legacy Notes Trustee and the Secured Exchangeable Notes Trustee to assert its applicable charging lien against such distributions. As soon as practicable in accordance with the requirements set forth in this Article VI, the Legacy Notes Trustee or the Secured Exchangeable Notes Trustee shall arrange to deliver such distributions to or on behalf of such Holders in accordance with the applicable indentures, or, if the Legacy Notes Trustee or the Secured Exchangeable Notes Trustee are unable to make, or consent to the Disbursing Agent making such distributions, the Disbursing Agent, with the cooperation of the Legacy Notes Trustee and the Secured Exchangeable Notes Trustee, shall make such distributions to the extent practicable. The Legacy Notes Trustee or the Secured Exchangeable Notes Trustee shall retain all rights under the indentures to exercise any charging lien against distributions regardless of whether such distributions are made by Legacy Notes Trustee or the Secured Exchangeable Notes Trustee, or by the Disbursing Agent at the reasonable direction of the Legacy Notes Trustee or the Secured Exchangeable Notes Trustee. Neither the Legacy Notes Trustee or the Secured Exchangeable Notes Trustee shall incur any liability whatsoever on account of any distributions under the Plan, whether such distributions are made by any the Legacy Notes Trustee or the Secured Exchangeable Notes Trustee, or by the Disbursing Agent at the reasonable direction of the Legacy Notes Trustee or the Secured Exchangeable Notes Trustee, except for fraud, gross negligence, or willful misconduct. For the avoidance of doubt, the Distribution Record Date shall not apply to Securities held through DTC, which shall receive distributions in accordance with the applicable procedures of DTC.

3. Minimum Distributions.

No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half (½) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding.

4. Undeliverable Distributions and Unclaimed Property.

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

E. Manner of Payment.

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

F. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The 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.

G. Allocations.

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

H. No Postpetition Interest on Claims.

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

I. Foreign Currency Exchange Rate.

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

J. Setoffs and Recoupment.

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

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the

Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

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

3. Applicability of Insurance Policies.

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

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

A. Disputed Claims Process.

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed Non-HoldCo 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 the Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim, as applicable, under the Plan, except to the extent a Claim arises on account of rejection of an Executory Contract or Unexpired Lease in accordance with Article V.C. Notwithstanding the foregoing, Entities must File Cure objections as set forth in Article V.D of the Plan to the extent such Entity disputes the amount of the Cure paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty. **Except as otherwise provided herein, all Proofs of Claim Filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. Allowance of Claims.

After the Effective Date and subject to the terms of this Plan, each of the Reorganized Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately prior to the

Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law.

C. Claims Administration Responsibilities.

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

Any objections to Claims and Interests other than Non-HoldCo General Unsecured Claims shall be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests other than Non-HoldCo General Unsecured Claims not objected to by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any Non-HoldCo General Unsecured Claim in accordance with applicable nonbankruptcy law. If the Debtors, or Reorganized Debtors dispute any Non-HoldCo 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 Non-HoldCo General Unsecured Claim, any and all claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such Non-HoldCo General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

D. Adjustment to Claims or Interests without Objection.

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

E. Disallowance of Claims or Interests.

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

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

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any

nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services 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 of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

Nothing in this Plan or the Chapter 11 Cases shall in any way be construed to discharge, release, limit, or relieve any party for any fiduciary breach related to the Avaya Hourly Pension Plan. PBGC and the Avaya Hourly Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of this Plan.

B. Release of Liens.

Except as otherwise provided in the Exit Facilities Documents, the Plan, the Confirmation Order, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

C. Releases by the Debtors.

As of the Effective Date and subject to (i) the settlement set forth in Article IV.B of the Plan, as applicable, (ii) the Preserved Claims (other than the Preserved Tranche B-3 Claims), which shall not be included in this Release, and (iii) the completion of that certain investigation commenced by, and under the direction and authority of, the Audit Committee, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors and the Estates, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), 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, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Estates, or their Affiliates, heirs, executors,

administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan (including the Preserved Tranche B-3 Claims), the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Renegotiated RingCentral Contracts, the Governance Documents, the RO Backstop Agreement, the RO Documents, the DIP Facilities, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facilities Documents, the Governance Documents, and all other Definitive Documents, in all cases based upon any 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 in the preceding paragraph shall not release any Released Party (i) other than a Released Party that is a Reorganized Debtor, Debtor, or a director, officer, or employee of any Debtor as of the Petition Date, from any claim or Cause of Action with respect to (a) the repurchase, redemption, or other satisfaction by any Company Party of HoldCo Convertible Notes previously held by such Released Party prior to the Petition Date or (b) the marketing, arrangement, syndication, issuance, or other action or inaction with respect to the incurrence of the B-3 Term Loans or the Secured Exchangeable Notes or (ii) from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release (including the release of the Preserved Tranche B-3 Claims), which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Third Parties Other than the Settlement Group Releasing Parties.

As of the Effective Date and subject to (i) the Preserved Claims (other than the Preserved Tranche B-3 Claims), which shall not be included in this release, and (ii) the completion of that certain investigation commenced by, and under the direction and authority of, the Audit Committee, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), 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, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns,

managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Renegotiated RingCentral Contracts, the Governance Documents, the RO Backstop Agreement, the RO Documents, the DIP Facilities, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facilities Documents and all other Definitive Documents, in all cases based upon any 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 in the preceding paragraph shall not release any Released Party (i) other than a Released Party that is a Reorganized Debtor, Debtor, or a director, officer, or employee of any Debtor, in each case as of the Petition Date, from any claim or Cause of Action with respect to (a) the repurchase, redemption, or other satisfaction by any Company Party of HoldCo Convertible Notes previously held by such Released Party prior to the Petition Date or (b) the marketing, arrangement, syndication, issuance, or other action or inaction with respect to the incurrence of the B-3 Term Loans or the Secured Exchangeable Notes or (ii) from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for 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.

E. Releases by the Settlement Group Releasing Parties.

As of the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by each Settlement Group Releasing Party, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Settlement Group Releasing Party's authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), 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, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Settlement Group Releasing Party or, subject to the foregoing limitation with respect to the Settlement Group Releasing Party's authority to bind such entity, their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons, in each case solely to the extent claiming under or through such Settlement Group Releasing Party, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Settlement Group Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the

Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Renegotiated RingCentral Contracts, the Governance Documents, the RO Backstop Agreement, the RO Documents, the DIP Facilities, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facilities Documents and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything contained in the Plan to the contrary, but subject in all respects to the immediately following sentence, the Settlement Group Release shall include any and all claims and Causes of Action alleged in, or related to, that certain Summons with Notice filed in the Supreme Court of the State of New York, New York County, Index Number: 650626/2023, which shall be deemed released with prejudice by the Settlement Group Releasing Parties, in their capacity as such, and withdrawn upon the occurrence of the Effective Date.

Notwithstanding the foregoing, (a) to the extent the largest Holder of Secured Exchangeable Notes Claims in the Akin Ad Hoc Group as of the Petition Date commences a lawsuit or becomes entitled to any recovery (whether by settlement, insurance payout or otherwise) against any Entity that is not otherwise released under the Plan on account of, or related to, a Secured Exchangeable Notes Claim, a Settlement Group Releasing Party that is also a Holder of a Secured Exchangeable Notes Claim as of the Petition Date shall be permitted to commence a lawsuit seeking the same type or form of relief (or join such lawsuit) or assert such claims or Causes of Action in order to share in such recovery, as applicable, solely in its capacity as such with respect to such Secured Exchangeable Notes Claim, (b) to the extent a Holder or group of Holders holding at least 25% of the amount of B-3 Term Loan Claims as of the Petition Date commences a lawsuit or obtains any recovery (whether by settlement, insurance payout or otherwise) against any Entity that is not otherwise released under the Plan on account of, or related to, a B-3 Term Loan Claim, a Settlement Group Releasing Party that is also a Holder of a B-3 Term Loan Claim as of the Petition Date shall be permitted to commence a lawsuit seeking the same type or form of relief (or join such lawsuit) or assert such claims or Causes of Action in order to share in such recovery, as applicable, solely in its capacity as such with respect to such B-3 Term Loan Claim, and (c) to the extent a Holder or group of Holders holding at least 50% of the amount of Legacy Term Loan Claims or Legacy Notes Claims, as applicable, in the aggregate as of the Petition Date commences a lawsuit or obtains any recovery (whether by settlement, insurance payout or otherwise) against any Entity that is not otherwise released under the Plan on account of, or related to, a Legacy Term Loan Claim or a Legacy Notes Claim, as applicable, a Settlement Group Releasing Party that is also a Holder of Legacy Term Loan Claims or Legacy Notes Claim, as applicable, as of the Petition Date shall be permitted to commence a lawsuit seeking the same type or form of relief (or join such lawsuit) or assert such claims or Causes of Action in order to share in such recovery, as applicable, solely in its capacity as such with respect to such Legacy Term Loan Claim or Legacy Notes Claim, as applicable; provided, for the avoidance of doubt, no Settlement Group Releasing Party shall bring any claims or Causes of Action against any Entity in respect of any HoldCo Convertible Notes Claims or in respect of any Claims previously owned by such Settlement Group Releasing Party prior to the Petition Date but not owned as of the Petition Date, *provided* that in each case with respect to the foregoing (a) through (c), to the extent the Reorganized Debtors become aware of the commencement of any such lawsuit or the entitlement to any such recovery, the Reorganized Debtors shall use commercially reasonable efforts to provide written notice reasonable under the circumstances of the commencement of any such lawsuit or the entitlement to any such recovery to counsel to the S&C Ad Hoc Group. Notwithstanding anything in this Settlement Party Release, any member of the PW Ad Hoc Group as of the Petition Date shall only be a Settlement Group Releasing Party with respect to its HoldCo Convertible Notes Claims.

F. Exculpation.

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 arising prior to the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the RSA, the Restructuring Transactions, the Renegotiated RingCentral Contracts, the Governance Documents, the RO Backstop Agreement, the RO Documents, the DIP Facilities, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other

documents, the solicitation of votes with respect to the Plan, the Exit Facilities Documents, and all other Definitive Documents, 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 in connection with the Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action (including, for the avoidance of doubt, any Claim or Cause of Action with respect to (i) the repurchase, redemption, or other satisfaction by any Company Party of HoldCo Convertible Notes previously held by such Released Party prior to the Petition Date or (ii) the marketing, arrangement, syndication, issuance, or other action or inaction with respect to the incurrence of the B-3 Term Loans or the Secured Exchangeable Notes) in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence 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 pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be 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.

Except as otherwise expressly provided in this Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, 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; (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; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has 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 or Interests released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action or Covered Claim, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, the Released Parties, or the Covered Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action or Covered Claim, as applicable, subject to Article VIII.C, Article VIII.D, Article VIII.E, and Article VIII.F hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action or Covered Claim, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action or Covered Claim, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, Released Party, or Covered Party, as applicable.

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

H. Protections Against Discriminatory Treatment.

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

I. Document Retention.

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

J. Reimbursement or Contribution.

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

ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date.

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

1. the RSA shall not have been terminated as to all parties thereto and shall be in full force and effect;

2. the Bankruptcy Court shall have entered the DIP Orders and the Final DIP Order shall be in full force and effect;

3. the Bankruptcy Court shall have entered the Confirmation Order in form and substance consistent with the RSA, and the Confirmation Order shall have become a Final Order;

4. the Renegotiated RingCentral Contracts shall be in full force and effect and shall be assumed prior to or contemporaneously with the occurrence of the Effective Date;

5. the 2023 PBGC Settlement shall have been approved by the Bankruptcy Court (including pursuant to the Confirmation Order) and be in full force and effect;

6. the RO Backstop Agreement shall have been approved by the Bankruptcy Court (which may be pursuant to the Confirmation Order) and be in full force and effect;

7. the Rights Offering (including the RO Procedures) shall have been approved by the Bankruptcy Court and shall have been consummated in accordance with its terms;

8. the Definitive Documents shall (i) be consistent with the RSA and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights as set forth in the RSA, (ii) have been executed or deemed executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties, and (iii) shall be adopted on terms consistent with the RSA and the Restructuring Term Sheet;

9. all authorizations, consents, regulatory approvals, rulings, actions, documents, and agreements necessary to implement and consummate the Plan shall have been obtained, effected, and executed;

10. the Exit Facilities Documents shall have been executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the parties thereto (with the consent of the Required Consenting Stakeholders), other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;

11. the DIP Claims shall have been indefeasibly paid in full in Cash or, solely to the extent set forth herein, satisfied by the Exit Facilities.

12. the New Equity Interests shall have been issued;

13. all Restructuring Expenses shall have been paid in full; and

14. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and each of the other transactions contemplated by the Restructuring.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this Article IX may be waived in whole or in part at any time by the Debtors only with the prior written consent of the Required Consenting Stakeholders (email shall suffice), without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

C. Effect of Failure of Conditions.

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

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

A. Modification and Amendments.

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

Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Notwithstanding anything to the contrary herein, the Debtors shall not amend or modify the Plan in a manner inconsistent with the RSA, the RO Backstop Agreement, the settlement set forth in Article IV.B as in effect on the date hereof, or the consent rights (if any) set forth in the DIP Facilities Documents, or for so long as the RSA has not been terminated as to all parties to the RSA, the settlement set forth in Article IV.B as in effect on the date hereof.

B. Effect of Confirmation on Modifications.

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

C. Revocation or Withdrawal of Plan.

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

ARTICLE XI.
RETENTION OF JURISDICTION

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

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

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

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

4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to 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 involving a Debtor that may be pending on the Effective Date;

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

7. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan 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 of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

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

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

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

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

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

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

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

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

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

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

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

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

21. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII hereof, regardless of whether such termination occurred prior to or after the Effective Date;

22. hear and determine all disputes involving the obligations or terms of the Rights Offering and the RO Backstop Agreement;

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

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

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

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents.

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

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

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

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

All monthly reports shall be filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by the Debtors or the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) on the Effective Date, and following the Effective Date, the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) shall pay such fees as they are assessed and

come due for each quarter (including any fraction thereof), and shall file quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay such quarterly fees to the U.S. Trustee and to file quarterly reports until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

E. Reservation of Rights.

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

F. Successors and Assigns.

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

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. <u>if to the Debtors, to</u>:

Avaya Holdings Corp.
2605 Meridian Parkway
Durham, NC 27713
Attention: Shefali Shah, Chief Administrative Officer and Vito Carnevale, General Counsel and
Email address: sashah@avaya.com; vcarnevale@avaya.com;

with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua Sussberg, P.C., Aparna Yenamandra, and Rachael M. Bentley
E-mail address: joshua.sussberg@kirkland.com; aparna.yenamandra@kirkland.com; rachael.bentley@kirkland.com;

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Patrick J. Nash
E-mail address: patrick.nash@kirkland.com

2. <u>if to a member of the PW Ad Hoc Group, to:</u>

Paul, Weiss, Rifkind, Wharton & Garrison LLP

1285 6th Avenue
New York, NY 10019
Attention: Andrew N. Rosenberg; Brian Hermann; Brian Bolin; Joe Graham; Douglas Keeton; Xu Pang
E-mail address: arosenberg@paulweiss.com; bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com; dkeeton@paulweiss.com; xpang@paulweiss.com

3. if to a member of the Akin Ad Hoc Group, to:

Akin Gump Strauss Hauer & Feld
One Bryant Park
New York, NY 10036
Attention: Ira Dizengoff; Philip Dublin; Naomi Moss
Email address: idizengoff@akingump.com; pdublin@akingump.com; nmoss@akingump.com

4. if to a Holder of Secured Exchangeable Notes, to:

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
Attention: Sidney P. Levinson; Emily MacKay
E-mail address: slevinson@debevoise.com; efmackay@debevoise.com

5. if to a member of the S&C Ad Hoc Group, to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Ari B. Blaut; Benjamin S. Beller
Email address: blautb@sullcrom.com; bellerb@sullcrom.com

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

H. Term of Injunctions or Stays.

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

I. Entire Agreement.

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

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents

shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at http://www.kccllc.net/avaya or the Bankruptcy Court's website at www.txs.uscourts.gov/bankruptcy. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions.

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

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. Closing of Chapter 11 Cases.

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

N. Waiver or Estoppel.

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

Dated: March 21, 2023

AVAYA INC.
on behalf of itself and all other Debtors

By: */s/ Eric Koza*
Name: Eric Koza
Title: Chief Restructuring Officer